

## COURSE BOOKING TERMS AND CONDITIONS

This document sets out the terms and conditions applicable to the provision of public training courses by TiffCo Limited to the client set out in the relevant Booking Notification (the "Terms and Conditions").

### Defined Terms

When used in these Terms and Conditions, these terms shall have the following meanings:

"Booking Notification" means Your notification to Us setting out the name(s) of the Delegate(s) who wish to attend the Training and submitted to Us online (via Our online booking system), by email or in hard-copy.

"Cancellation Fee" means a sum calculated as follows:

- a) If You notify Us of cancellation more than 30 days before the date scheduled for the Training, the Cancellation Fee = £50 per Delegate per day of Training
- b) If You notify Us of cancellation between 30 and 14 days before the date scheduled for the Training, the Cancellation Fee = £50 per Delegate per day of Training + 50% of the Training Fee
- c) If You notify Us of cancellation less than 14 days before the date scheduled for the Training, the Cancellation Fee = 100% of the Training Fee

"Data Protection Provisions" shall mean the terms set out at Annex A to this Agreement.

"Delegate" means an individual attendee at the Training.

"Materials" means the written, electronic and/or audio-visual materials created by Us in connection with the Training.

"Tiffany" means Tiffany Kemp, who will deliver the Training to the Delegates.

"Training" means the training set out in the Workshop Description.

"Training Fee" means the fee payable by You in consideration of Our provision of the Training and set out in the Workshop Description or otherwise agreed in writing (to include email) by You and Us.

"Venue" means the place at which the Training shall take place as set out in the Workshop Description.

"We" means TiffCo Limited, a company registered in England and Wales with company number 11306217, with registered office at 298 Hyde End Road, Spencers Wood, Reading RG7 1DN. TiffCo Limited's VAT number is 294299256. "Us" and "Our" shall be construed accordingly.

"Workshop Description" means Our written description of the Training on the relevant sub-page of the TiffCo website (<https://tiffanykemp.com> or such alternative url as We may advise).

"You" means the client set out in the Booking Notification and "Your" shall be construed accordingly.

### **Our agreement for delivering Training to You**

1. These Terms and Conditions together with the completed Booking Notification make a contract for the provision of Training by Us to You and shall apply to the exclusion of all other terms and conditions including any that may be present on any purchase order or other document submitted by You.
2. We agree to supply, and You agree to purchase, the Training on the date(s) and for the number of Delegates set out in the Booking Notification.
3. We shall provide:
  - a. Such hardcopy Materials and other items as are required for participation in the Training;
  - b. Computer and projection facilities for use during the Training;
  - c. One or more Trainers as We in Our sole discretion feel to be appropriate for the number of Delegates;
  - d. Access to the Venue for the duration of the Training; and
  - e. Refreshments for all Delegates appropriate to the duration of the Training.

### **Health, safety and data protection**

4. We shall advise the Delegates of all rules, regulations and practices with which they should comply while at the Venue and You shall require the Delegates to comply with such rules and regulations.
5. In the course of preparing for and/or receiving the Training, you and the Delegates may share personal information with us. We will take care of this personal information as set out in the Data Protection Provisions.

### **Fees and cancellation**

6. You agree to pay the Training Fee in full at time of booking, unless otherwise agreed in writing by Us. We shall not be obliged to permit access to the Training if You have not paid the Training Fee by the agreed Training date.
7. If You need to cancel the attendance of one or more Delegates at the Training, We shall refund You the corresponding Training Fee less the relevant Cancellation Fee. If You have not paid the Training Fee as at the time of cancellation, but You have submitted a completed Booking Notification, We may invoice and You agree to pay the relevant Cancellation Fee.
8. If a Delegate is unable to attend the Training on the scheduled date due to illness, then provided You have paid the Training Fee in full, the Delegate may attend the next publicly available Training event. Otherwise, the Cancellation Fee shall be due in respect of the missed Training.
9. If We need to cancel the Training, We shall refund any Training Fees paid by You in full or allocate Your Delegates places on the next available Training as You prefer.

### **What commitments do we make about our training?**

10. We want You to be pleased with the Training We deliver. If You believe that the Training has not met the expectations We set in the Workshop Description, please tell Us as soon as possible after the Training date (and in any event within thirty days of the Training taking place). We will be pleased to redeliver the Training to the Delegates on a mutually acceptable date, addressing any areas where You feel the Training has failed to comply with the Workshop Description.

### **And what do we exclude?**

11. While We use all reasonable endeavours to ensure the accuracy of the Materials and the Training, due to the complex nature of business and of contract law they

should not be relied upon for legal interpretation. Neither We nor Tiffany shall be liable any loss resulting from the actions of Delegates or those of other people reading the Material or interpreting the Training in litigation, or responsibility for any loss incurred as a result of relying on the Training or the Materials whether such loss was reasonably foreseeable or actually foreseen.

12. Except in the event of death or personal injury caused by Our negligence, or any other cause for which We may not exclude or liability by law, Our entire liability under these Terms and Conditions shall be limited to 125% of the Training Fee.

### **Intellectual property and confidentiality**

13. We are the owners or licensees of the copyright and all other intellectual property rights in the Material and the Training. On payment of the Training Fee, You are granted a perpetual licence to use the Material in Your business, provided that You may not use it, or allow any third party to use it, for the purpose of providing training to anyone other than the Delegates without Our prior written consent.
14. You acknowledge that the Training will be provided through a public workshop and as such may also be attended by persons other than Your employees. You therefore accept that the Training should not be used as an opportunity to discuss specific issues within Your business that might be commercial confidential, although We shall use all reasonable endeavours to address any general or non-confidential issues relating to Your business raised by Delegates in the course of the Training.

### **Other legal bits**

15. If any provision of these Terms and Conditions is adjudged by a court of competent jurisdiction to be invalid, void, or unenforceable, You and We agree that the remaining provisions of these Terms and Conditions shall not be affected thereby, and that the remainder of these Terms and Conditions shall remain valid and enforceable.
16. No waiver by Us of any term hereof shall constitute a waiver of any such term in any other case whether prior or subsequent thereto. No single or partial exercise of any power or right by Us shall preclude any other or further exercise thereof or the exercise of any such power or right under these Terms and Conditions.
17. In the event of any dispute arising in connection with these Terms and Conditions that You and We are not able to resolve between ourselves You and We will attempt to settle it by mediation. If mediation is not successful in resolving any dispute, the courts of England shall have exclusive jurisdiction to settle any disputes arising out of or in connection with these Terms and Conditions. The laws of England shall govern these Terms and Conditions.

### **ANNEX A: Data Protection Provisions**

This Annex A sets out your and our obligations in respect of Personal Data (as defined below).

#### **When used in this Agreement, these terms shall have the following meanings:**

“Data Processing and Retention Policy” means Our policy for the processing and retention of Personal Data in connection with this Agreement, as set out here and updated by Us from time to time.

“Data Protection Legislation” means all applicable laws and regulations relating to the processing of Personal Data and privacy including the Data Protection Act 1998, the General Data Protection Regulation 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any

statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated. The terms "Personal Data", "Data Controller", "Data Processor" and "process" (in the context of usage of Personal Data) shall have the meanings given to them in the Data Protection Legislation.

### **Your and our data protection obligations**

In the course of fulfilling Your and Our respective obligations under this Agreement, both parties may receive Personal Data. Where the parties receive Personal Data as Data Controllers each party agrees to comply with Data Protection Legislation.

Where a party receives Personal Data as a Data Processor, that party shall:

- a) act solely on the instructions of the party sending the Personal Data in relation to the processing of that Personal Data. In the event that a legal requirement prevents the Data Processor from complying with such instructions the Data Processor shall, unless such legal requirement prohibits it from doing so, inform the other party of the relevant legal requirement before carrying out the relevant processing activities;
- b) at all times, ensure that the necessary technical and organisational measures are in place to prevent unauthorised and unlawful processing or disclosure of such Personal Data and such measures shall include taking reasonable steps to ensure the reliability of any of its staff who may have access to Personal Data and ensuring that such staff are subject to appropriate confidentiality undertakings. The Data Processor shall, save where prohibited by law and as soon as reasonably practical, notify the other party of any legal obligation which requires the Data Processor to disclose the Personal Data to a third party;
- c) not transfer the Personal Data outside of the European Economic Area (as such term is commonly understood) or to any third party without the other party's written consent;
- d) send to the other party any communications received from individuals in relation to their Personal Data as soon as reasonably practicable. The Data Processor shall provide reasonable co-operation to the other party in relation to any individuals exercising their rights under the Data Protection Legislation;
- e) give the other party reasonable assistance in relation to its compliance with Data Protection Legislation;
- f) take reasonable steps to ensure the confidentiality, integrity, availability and resilience of processing systems and services associated with the processing of Personal Data;
- g) co-operate with and provide such information and access to any facilities, premises or equipment from or on which Personal Data is, has been, or is to be processed pursuant to this Agreement (including any such facilities, premises or equipment used by staff and / or sub-contractors) as the other party may reasonably require to enable it to monitor compliance by the Data Processor with the obligations in this Agreement;
- h) notify the other party of any Personal Data Breach and assist the other party with any investigation into and remediation of a Personal Data Breach. The Data Processor shall also provide the other party with reasonable assistance with any notifications made to relevant authorities and / or individuals in relation to a Personal Data Breach;

- i) not subcontract any of its obligations under this Agreement regarding the processing of Personal Data to a third party (a "Sub-Processor") without the prior written consent of the other party. The Data Processor shall be liable for the acts and omissions of the Sub-Processor as if they were the acts or omissions of the Data Processor itself and the Data Processor shall ensure that there is a written contract executed between the Data Processor and the Sub-Processor that contains equivalent protections for the Personal Data as are set out in this Agreement; and
- j) immediately cease processing the Personal Data and immediately supply any Personal Data to the other party or delete the Personal Data in accordance with the other party's instructions.

### **Material Breach**

Any breach by either You or Us of the previous section shall be deemed to be a material breach of the agreement between You and Us.

In the event that You have any basis for a good faith belief that We may not be in compliance with these undertakings and/or requirements, You shall advise Us in writing of Your good faith belief and We shall cooperate fully with any and all enquiries undertaken by You or on Your behalf in connection with it, including by making available Our relevant personnel and supporting documents if reasonably deemed necessary by You.

### **Client Data Privacy Policy**

We shall comply with Our Client Data Privacy Policy (as available through the website and amended from time to time).

Within this policy, we shall maintain and keep up to date a list detailing the location of all Your data (including Personal Data) together with details of any third party sub-contractors or third parties with whom We have shared any of Your data.