



PIB Risk Management - Booking Terms and Conditions

1. LEGAL EFFECT

These Terms of Business supersede any previous Terms of Business or any previous informal arrangement. They should be read in conjunction with the Quotation and Booking Confirmation Form. Together, they set out exclusively the basis on which we work for you.

These Terms of Business apply to existing and future provision of training services which we do on your behalf, unless we tell you otherwise in writing. We will give you notice of any changes to these terms, which will then apply to any subsequent instructions.

Your continuing instructions mean that you accept the Terms of Business set out in this document.

2. ENGLISH LAW

Any legal dispute between you and us shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

3. OUR SERVICES

When we deliver training courses to delegates at the premises of PIB Risk Management Limited, we may provide lunch for delegates attending whole-day courses and refreshments for those attending shorter events. We do not provide overnight accommodation, but we can help you to make your own arrangements if you so request. Car parking spaces will be available for your delegates at PIB Risk Management Limited.

When we deliver training courses to delegates at your premises, should we find the location, site or equipment not to be an acceptable standard or readily available for use we shall reserve the right to withhold any training/assessment and full cancellation fees will be raised.

4. COPYRIGHT AND CONFIDENTIALITY

All content and material relating to the training is confidential and all materials are protected by copyright. By requesting us to undertake training for you, you undertake to use the materials for your own purposes only and not to sell, lend or give them to anyone else. Any form of copying of materials is prohibited. The recording (audio or visual) of any training courses is prohibited. Any person who attempts to record any presentation will be considered in breach of copyright.

We respect your privacy. We shall comply with the law relating to the protection of personal data and privacy. Any information provided by you will be stored internally by us and will only be used by PIB Risk Management Limited.

5. FORMATION OF CONTRACT

We will notify you of dates, prices and content of our training courses from time to time. In order to book a delegate or delegates onto a training course, please contact hello@pibrm.com to check availability. Provisional bookings can be made by telephone but must be confirmed in writing. We will confirm your booking to you by email and we will invoice you.

6. PAYMENT OF OUR FEES

You must pay our invoice in full, not less than 21 days before the date on which the course is due to start. If requested by us, you shall pay a non-refundable deposit of 50% to secure your place. If you are booking a place or places less than 21 days before the date on which the course is scheduled to start, then you shall pay immediately.

All prices quoted are net of VAT, which you will need to pay at the prevailing rate.

7. CANCELLATION

If a delegate cannot attend, you may substitute an alternate delegate at no extra cost.

If you wish to cancel your booking, we must receive your cancellation notice as soon as possible. Telephone cancellations can be accepted but must be immediately confirmed in writing by post, email or fax. If we receive your cancellation notice at least 14 days before the date on which the course is scheduled to start, we will retain 30% of the fee.

If we receive your cancellation notice less than 14 days before the date on which the course is scheduled to start, then we will retain the full fee. Should we incur charges for accommodation because of your late cancellation then these charges will be passed on to you.

8. CANCELLATION OF TRAINING BY US AND CHANGES TO CONTENT

We will use all reasonable endeavours to deliver courses in accordance with the information provided. However, we reserve the right to cancel courses at our discretion. Reasons for cancellation include (but are not limited to) insufficient delegates to make the course viable or reasons beyond our reasonable control. In all these cases, we will use our reasonable endeavours to provide an alternative course and to minimise inconvenience to delegates. If a course is cancelled by us, any fees paid to us will be refunded in full unless an alternative course has been provided. Please note you are advised not to book any transport tickets or hotel accommodation until receiving confirmation that the course is proceeding (which

will be with the issuing of the full Joining Instructions) as we are unable to reimburse these if the course is cancelled.

The course content is continuously updated and improved, and we reserve the right to alter any of the content without prior notice.

9. PROFESSIONAL INDEMNITY INSURANCE

We will maintain professional indemnity insurance up to at least £1,000,000 (One Million Pounds).

10. RESERVATION OF RIGHTS

We reserve the right to offer an alternate location or alternate dates for any training course. If the revised location or the revised date is unsuitable for you, then we will refund your payment in full by return, at your request.

Where necessary, we reserve the right to nominate a change of trainer, appoint a sub-contractor or some other third party to deliver training courses.

11. FORCE MAJEURE

Without prejudice to any rights and remedies available to it, we will be entitled, in our absolute discretion, either to terminate wholly or in part the contract with you or to withhold performance of all or any of our obligations under the contract, and we will not be responsible or liable to you for loss of any kind, caused by delay or failure by us to deliver the training where we are hindered or prevented from so doing by an act of god or any other cause whatsoever beyond our reasonable control.

12. COMPLAINTS PROCEDURE

If you are unhappy with the service which you have received from PIB Risk Management Limited, you should speak with or write to Adrian Robinson or Kevin Barrett. We will acknowledge receipt of your complaint, in writing, within five days and will then investigate your complaint and respond to you in writing within 20 days.

13. CONFIDENTIALITY

We will treat all matters referred to in this contract as confidential and shall only divulge the same as envisaged under these terms (and then only to the extent required) or if required by law.

14. THIRD PARTY RIGHTS

Nothing in these terms of business will give any person any right to enforce any term which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

15. LIMITATION OF LIABILITY

The following provisions set out our entire liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

- any breach of the contract; and
- any representation, statement or tortious act or omission including negligence arising under or in connection with this and any contract between us.

Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE FOLLOWING PROVISIONS WHICH APPLY IN ALL CASES, UNLESS WE AGREE OTHERWISE IN WRITING.

In no circumstances will we be liable to you for any loss or damage which arises out of or in connection with subsidence, pollution and/or terrorism. These areas of loss are not covered by our insurers. None of our directors, employees, agents or sub-contractors are authorised to vary this provision at any time, and any attempt to do so will be unenforceable.

Subject to the above, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the performance or contemplated performance of our service to you shall be limited to the cost of the fee charged for the provision of the training services with a limit of £100,000 (One hundred thousand pounds).

We shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the services we provide to you.

16. COURSE NOTES AND TRAINING

The notes and training for the courses which we deliver cannot be relied upon for legal interpretation. Neither we nor our consultants can accept responsibility for delegates' actions, or those of other people reading the course notes or interpreting the training in litigation, or responsibility for any loss incurred as a result of relying on the training or the training notes.

17. GENERAL

Each of our rights or remedies is without prejudice to any other right or remedy we may have whether under contract or not.

If any provision of a contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of a contract and the remainder of that provision shall continue in full force and effect.

Our failure or delay in enforcing or partially enforcing any provision of a contract will not be construed as a waiver of any of our rights under the contract.

(The remainder of the document contains internal PIB sales/admin use-only tables — a checklist of internal fields such as Payment Method, Date ToBA Sent, Insurance Client, Referral From, Contract Admin/Working Sheet, DD Mandate details, Invoice, Renewal List, and ASR BD Figures. These are internal administrative fields rather than customer-facing terms, so I haven't reproduced them as prose.)