

# HAMILTONMERCER



## 2017 Scheduled Course Terms & Conditions

### 1. Payment

- i) Payment for all courses must be received 14 days prior to the course date.
- ii) Courses booked within 14 days of the course date require an immediate Credit/Debit Card or BACS payment.

### 2. Cancellations

- i) Cancellation requests must be received in writing.
- ii) The date on which the cancellation email/letter is received by Hamilton Mercer Training Ltd will be deemed as the date on which the request has been made.
- iii) The following charges apply if you wish to cancel your booking:

Notice	Cancelation Fees
29+ days before a course	No Charge
15 - 28 days before a course	50% of the course fee
1 - 14 days before a course	100% of the course fee

- iv) In the unlikely event that a course has to be cancelled by Hamilton Mercer Training Ltd you will be entitled to a full refund, alternatively you may choose to attend the next available course date. Hamilton Mercer Training Ltd will not be held liable for any other costs that might be incurred as a result of the cancellation if the course is cancelled more than 5 working days prior to the course date.

### 3. Transfers

- i) Transfer requests must be received in writing.
- ii) Once the transfer request has been received in writing, you will be required to choose a new course date within 7 days. The new course date must be within six calendar months of the original date.
- iii) The following charges apply if you wish to transfer your booking:

Notice	Transfer Fees
15+ days before a course	No Charge
8 - 14 days before a course	£60+vat
1 - 7 days before a course	100% of the course fee

- iv) Only one transfer request is allowed per participant.

### 4. Non Attendance

- i) In the event that a participant does not attend the course date that was booked, an alternative date will be suggested and will be subject to the full course fee.

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### **5. Course Notes and Training**

- i) The notes, training materials and training for Hamilton Mercer Training Ltd courses cannot be relied upon for legal interpretation, neither Hamilton Mercer Training Ltd nor its employees, trainers or consultants can accept responsibility for participants' 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.
- ii) Any training materials supplied by Hamilton Mercer Training Ltd cannot be copied or redistributed in anyway.
- iii) No photography, video recording or sound recording is allowed in any training session, consultancy session or meeting that Hamilton Mercer Training Ltd is within.

### **6. Limitation of Liability**

- i) To the maximum extent permitted by law, Hamilton Mercer Training Ltd accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the Training Course or any information contained therein.
- ii) Nothing in these Terms and Conditions excludes or restricts Hamilton Mercer Training Ltd liability for death or personal injury resulting from any negligence or fraud on the part of Hamilton Mercer Training Ltd.
- iii) Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

### **6. Law and Jurisdiction**

- i) These Terms & Conditions and the relationship between you and Hamilton Mercer Training Ltd shall be governed by and construed in accordance with the Law of England and Wales and Hamilton Mercer Training Ltd and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

#### **Hamilton Mercer Training**

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