



Short Course Terms and Conditions PIM Ltd

1. Introduction

These Terms and Conditions will apply to all short courses purchased from Performance Improvement Management Ltd, henceforth “PIM” website. Please ensure you read these Terms and Conditions carefully prior to making any purchase and strongly advise that you print a copy for your future reference.

2. Definitions

The following expressions will have the following meanings in these Terms and Conditions unless the context otherwise requires:

“PIM”	means Performance Improvement Management Ltd, registered in England Company Registration: 4927067; Registered address: LDP LUCKMANS, 1110 Elliott Court, Coventry Business Park, Herald Avenue Coventry, CV5 6UB, England
“Contract”	means the contract entered into between you and PIM Ltd for the delivery of the Course in accordance with these Terms and Conditions;
“Course”	means a short course advertised on PIM Ltd’s website to which these Terms and Conditions apply;
“Course Description”	means the description and other details of the course as published on PIM Ltd’s website from time to time;
“Course Fee”	means the course fee (inclusive of VAT unless stated otherwise) as set out on PIM Ltd’s website payable by you to PIM Ltd for the Course;
“Course Materials”	means the material(s) provided by PIM Ltd to Delegates in relation to the Course (if applicable);
“Delegates”	means an individual who will undertake the Course (who may or may not be the individual who makes the booking);
“Force Majeure”	means any circumstances beyond the reasonable control of PIM Ltd including any strike, lock-out, or other form of industrial action, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or act of God;
“Intellectual Property Rights”	means all intellectual property rights in the Course Materials throughout the world for the full term of the rights concerned, whether or not registered and whether or not registerable, including without limitation,

copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, registered and unregistered designs, trade marks (including business and brand names, devices and logos) domain names and the rights to apply for any of the foregoing anywhere in the world; and

“You” and “Your” are references to the individual, partnership or company with whom PIM Ltd enter into a Contract.

3. Formation of Contract

- 3.1 You will be asked during the booking process if you are booking on behalf of a company or other organisation or entity. If you answer this question in the negative, the Contract will be with you personally. If you answer this question in the affirmative, the Contract will, subject to condition 3.2, be with the company or other organisation or entity named by you during the booking process.
- 3.2 If you make a booking on behalf of a company or other organisation or entity, it will be deemed to be warranting that you are duly authorised to make the booking. If for whatever reason you are not authorised or if that company or other organisation or entity cannot be identified by PIM Ltd as a valid legal entity, the Contract will be with you personally and you will indemnify PIM Ltd and keep PIM Ltd fully indemnified against any claims, costs, losses, damages and expenses (including reasonable legal costs) incurred by PIM Ltd as a result.
- 3.3 Once PIM Ltd receives a booking request, PIM Ltd will send an e-mail to the prescribed email address acknowledging receipt of the request. This acknowledgement does not mean that PIM Ltd has accepted the booking request. The booking request constitutes as an offer to enter into a Contract with PIM Ltd for the provision of the relevant Course in accordance with these Terms and Conditions. The booking request will only be deemed to be accepted if and when PIM Ltd confirms acceptance by e-mail at which point and on which date the Contract with you will come into existence. P I M L t d may reject any booking request for any reason at its sole discretion.

4. Payment

You will pay PIM Ltd the Course Fee as set out on PIM Ltd's website as at the time when your booking is confirmed. The Course Fee may change at any time, but such changes will not affect bookings that PIM Ltd has confirmed with you.

5. Courses

- 5.1 The delivery content and objectives of each Course are set out in its Course Description. It is your responsibility to ensure that:
- 5.1.1 you read the Course Description and determine whether it meets your requirements; and
- 5.1.2 any Delegates have the necessary qualifications as specified by PIM Ltd to undertake the Course.

- 5.2 PIM Ltd will deliver each Course with reasonable care and skill and will use reasonable endeavours to provide presenters who are suitably qualified and experienced in the subject matter of the Course. PIM Ltd will also use reasonable endeavours to ensure the Course is delivered in a professional manner and that its content is appropriate to the Course Description.
- 5.3 Upon successful completion of the Course, PIM Ltd will certify your attendance of the Course stated on PIM Ltd's website as at the time when your booking is confirmed.
- 5.4 Unless otherwise agreed between you and PIM Ltd, all facilities, amenities and equipment made available to you for a Course are made available only for the purposes of and for the duration of that Course and must be used strictly in accordance with PIM Ltd's instructions from time to time.
- 5.5 PIM Ltd reserves the right to amend the advertised content, structure, venue, timing, Course directors and/or presenters of the Course without your consent. In the event of any amendments made pursuant to this condition 5.5, PIM Ltd will endeavour to notify you as soon as reasonably practicable.
- 5.6 All Courses are taught in English.

6. Delegates

- 6.1 You will provide PIM Ltd with names and any other requested details of all Delegates at least 7 days prior to the commencement of the Course. In the event a Delegate cannot attend the Course, you may provide substitute individuals for these Delegates provided that you notify PIM Ltd of their names and other requested details as soon as possible.
- 6.2 It is your responsibility to ensure that all Delegates have the necessary visa, permissions and consents to undertake a Course.

7. Intellectual Property

The Course Materials are provided to Delegates for personal use only. All Intellectual Property Rights in the Course Materials will vest in PIM Ltd. Delegates will not copy, screen capture or otherwise reproduce or distribute Course Materials without the prior written consent of PIM Ltd.

8. Liability

- 8.1 Except as expressly set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute, common law, custom, trade usage, course of dealings or otherwise are hereby excluded from the Contract to the fullest extent permitted by law.
- 8.2 Subject to condition 8.1
 - 8.2.1 PIM Ltd will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

- 8.2.2 PIM Ltd's liability to you arising under any circumstance in connection with the contract will not exceed the Course Fee.
- 8.2.3 PIM Ltd will not be liable for any loss or damage to personal property belonging to any Delegates unless caused by its negligence.

9. Force Majeure

PIM Ltd will not be in breach of the Contract nor liable to you for any delay in performing, or failure to perform, any of its obligations under the Contract by reason of Force Majeure.

10. Cancellation By You

- 10.1 If you are booking the Course as a consumer, you may cancel a confirmed booking within 14 days starting from the date after the Contract comes into effect. PIM Ltd will refund you with the Course Fee net of any banking charges. You must notify PIM Ltd in writing pursuant to condition 14.
- 10.2 Where PIM Ltd begins to deliver a Course before the end of the 14 day period referred to in condition 10.1, you may only cancel the Course up to the time when the Course begins.
- 10.3 If you wish to cancel a booking for a Course or reduce the number of Delegates for whom you have agreed to pay the Course Fee on a "per head" basis, you must do so in writing and pay the cancellation charges set out in condition 10.3.1 to 10.3.3 inclusive, unless different cancellation charges are stated to apply in the applicable Course Description. When you reduce the number of Delegates for whom you have agreed to pay the Course Fee on a "per head" basis, the cancellation charges will only apply in respect of the numbers being reduced. In the event of cancellation, PIM Ltd will refund you:
 - 10.3.1 90% of the Course Fee if more than 30 working days' notice is given;
 - 10.3.2 75% of the Course Fee if 30 - 20 working days' notice is given; or
 - 10.3.3 0% of the Course Fee if less than 20 working days' notice is given.

11. Cancellation by PIM Ltd

- 11.1 PIM Ltd reserves the right to postpone or cancel any Course, in whole or in part, without any obligation or liability to you other than as set out in this condition 11.1. In the event of such a postponement or cancellation, PIM Ltd endeavours to give you reasonable notice of postponement or cancellation and will refund in full the Course Fee minus any banking charges in respect of the Course or cancelled or postponed part of the Course (as the case may be).
- 11.2 PIM Ltd also reserves the right to cancel your booking for a Course and to terminate the Contract without any liability to you if you are in breach of these Terms and Conditions. In the event of such cancellation, PIM Ltd reserves the right to retain from the Course Fee any losses and costs suffered by PIM Ltd which were reasonably foreseeable by PIM Ltd and you when the Contract was entered into.

12. Registration

- 12.1 All Delegates must enrol and register with PIM Ltd.
- 12.2 If you are an individual booking a place on a Course for yourself in your personal capacity, by entering the Contract you agree to comply with these Terms and Conditions.
- 12.3 In all circumstances it is your responsibility to ensure all Delegates, for whom places have been booked, register at least 48 hours prior to the first session of the Course. PIM Ltd reserves the right not to allow a Delegate onto a Course who has not registered by this time, in which case you will be deemed to have cancelled that Delegate's booking for the purposes of condition 10. PIM Ltd will provide you with details of how Delegates can register when PIM Ltd confirms acceptance of your booking request by e-mail.

13. Your Obligations

- 13.1 You will conduct yourself, and where applicable ensure that Delegates conduct themselves, in such a way as not to cause harm or disrepute to PIM Ltd, cause a nuisance to PIM Ltd's employees, students or to any other visitor. PIM Ltd reserves the right to require any person who causes such a nuisance to leave PIM Ltd's premises immediately.
- 13.2 You will comply with, and where applicable ensure that Delegates comply with, all of PIM Ltd's rules and regulations applicable to the Course, including without limitation those relating to health, safety, welfare and security published and amended time to time.
- 13.3 You will also comply with, and where applicable ensure that Delegates comply with PIM Ltd's reasonable instructions relating to the Course given from time to time.

14. Notices

PIM Ltd may send written communications to you by post or by e-mail to either the e-mail or postal address given when making your booking.

15. General Provision

- 15.1 You will not and will notify your Delegates that they will not have the right to assign, transfer, sub-contract, charge, or deal in any other manner with any rights and/or obligations under these Terms and Conditions, or any arising rights, without the prior written consent of PIM Ltd. PIM Ltd reserves the right to transfer any or all of its rights and obligations under these Terms and Conditions to any third party without affecting your rights under the Contract.
- 15.2 PIM Ltd may amend these Terms and Conditions at any time and such amendments will not apply to any Contract you have already entered into with PIM Ltd.
- 15.3 If any court or competent authority decides that any of the provisions of the Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remainder of the Contract, which will continue to be valid to the

fullest extent permitted by law.

- 15.4 Neither you nor we intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.5 No failure or delay by PIM Ltd to exercise any right or remedy provided under the Contract or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy.
- 15.6 The Contract will be governed by English Law and subject to the exclusive jurisdiction of the courts of England and Wales.