

BOOKING FORM



MacIntyre Hudson
Advisory Services

THE FUTURE IS WHAT YOU MAKE IT®

TO REGISTER

Please complete the booking form in BLOCK CAPITALS and post, fax or e-mail to:

MacIntyre Hudson Advisory Services LLP, New Bridge Street House, 30-34 New Bridge Street, London EC4V 6BJ

Tel: 020 7429 4180 Fax: 020 7248 8939 E-mail: info@mhasllp.com

ABOUT YOU

Surname

First Name

Job Title

Organisation

Address

Postcode

Tel

Fax

E-mail

please tick if you are an existing client

DELEGATES

1. Name _____

Email: _____ Course Date: _____

Course Title: _____

2. Name _____

Email: _____ Course Date: _____

Course Title: _____

3. Name _____

Email: _____ Course Date: _____

Course Title: _____

PRICES

For information please see the course details

METHODS OF PAYMENT

I enclose a cheque for £_____ made payable to MacIntyre Hudson Advisory Services LLP.

Please send me an invoice to the company address above, or if billing address is different, please provide:

I have read and agree to the terms and conditions.

Signature: _____ Date: _____

Terms and Conditions of booking professional training services

These terms and conditions (the Conditions) (together with the documents referred to herein) comprise the agreement pursuant to which MacIntyre Hudson Advisory Services LLP (registered number OC357982) of registered office Moorgate House, 201 Silbury Boulevard, Milton Keynes, Buckinghamshire MK9 1LZ) (hereinafter referred to as "we", "us" and "our") supply the professional training services you wish to apply for using the booking application form printed overleaf.

Please read these Conditions carefully and retain a copy of these Conditions for future reference. Your attention is particularly drawn to Condition 8.

The definitions and rules of interpretation set out in Condition 20 shall apply to these terms and conditions.

1. Application of Conditions

1.1 These Conditions shall apply to and be incorporated into the Contract and shall prevail over any inconsistent terms or conditions contained, or referred to, in your purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by you, or implied by law, trade custom, practice or course of dealing.

1.2 Our receipt of your completed booking application form (printed overleaf) constitutes an offer by you to purchase the Services subject to these Conditions. No offer by you shall be accepted by us other than by a written acknowledgement by us in which case a contract for the supply of the Services subject to these Conditions will be established between us. Your standard terms and conditions (if any) attached to, enclosed with or referred to in any document shall not govern the Contract.

2. Our obligations and duration

2.1 The Services supplied under the Contract shall be provided by us to you in accordance with our acknowledgement provided in accordance with Condition 1.2 above or as otherwise advised by us once a Contract between you and us has been established.

2.2 We shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to you.

3. Your obligations and restrictions

3.1 You shall co-operate with us in all matters relating to the Services.

3.2 You shall only use the Services and the Deliverables for your own educational purposes.

3.3 You shall not film, tape or record in any format the provision by us of the Services other than in accordance with these Conditions and unless you have obtained our prior written consent to do so and have entered into the Licence Agreement.

3.4 Subject to Condition 3.5 below, you shall not copy, make available, retransmit, reproduce, sell, disseminate, separate, licence, distribute, store electronically, publish, broadcast or otherwise circulate either within your business or externally any of our Services and/or Deliverables (or any part of them) to any person, unless you have obtained our prior written consent to do so. You shall procure that any such person complies with these Conditions at all times.

3.5 In the event that the Services or Deliverables include webinars or electronic learning materials, you shall not copy, make available, retransmit, reproduce, sell, disseminate, separate, licence, distribute, store electronically, publish, broadcast or otherwise circulate either within your business or externally any of our Services and/or Deliverables (or any part of them) to any person, unless you have obtained our prior written consent to do so and entered into the Licence Agreement.

3.6 The Services and Deliverables should not be relied upon as a substitute for legal, accounting or tax advice as to any particular matter. If you would like specific advice, please contact us.

3.7 You shall be liable to pay to us, on demand, all reasonable costs, charges or losses sustained or incurred by us (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from your fraud, negligence, failure to perform or delay in the performance of any of your obligations under the Contract, subject to us confirming such costs, charges and losses to you in writing.

3.8 You shall not, without our prior written consent, at any time from the date of the Contract to the expiry of 12 months after the termination of the Contract, solicit or entice away from us or employ (or attempt to employ) any person who is, or has been, engaged as a member, partner, employee, consultant or subcontractor of ours in the provision of the Services.

4. Charges

4.1 Upon the Contract being established between us in accordance with Condition 1.2, our reasonable charges as notified to you by us by way of invoice shall become due and payable by you to us and you shall pay the same at least 7 days prior to the date we are scheduled to provide the Services to you in full and in cleared funds, to a bank account nominated in writing by us.

4.2 Without prejudice to any other right or remedy that we may have, if you fail to pay us on or before the due date, we may charge interest on such sum from the due date for payment at the rate of 3 per cent per annum above the base rate as varied from time to time of Barclays Bank PLC accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and you shall pay the interest immediately on demand. We may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4.3 Time for payment shall be of the essence of the Contract, you shall indemnify us in respect of any debt collection costs incurred in connection with our providing you with the Services and we may, without prejudice to any other rights we may have, set off any liability of yours to us against any liability we have to you.

5. Cancellation, termination and cancellation fees

5.1 At any time prior to us providing the Services:

5.1.1 either party (the Initiating Party) may terminate the Contract with immediate effect by written notice to the other party (the Breaching Party) on or at any time after the Breaching Party passing a resolution for winding up, a court of competent jurisdiction making an order for the Breaching Party's winding up or the presentation of a petition for the Breaching Party's winding up that is not dismissed within seven days, in each case other than for the purposes of solvent amalgamation or reconstruction in such manner that the entity resulting from such amalgamation or reconstruction effectively agrees to be bound by or assume the Breaching Party's obligations under the Contract;

5.1.2 you may terminate the Contract with immediate effect by written notice;

5.1.3 we reserve the right to change the instructor, the Deliverables, the venue, location or dates or terminate the Contract, without prior notice if in our reasonable opinion, such an action is necessary. Upon exercising our right to cancel the Services, we will refund all charges paid by you to us. We shall not pay compensation for consequential loss as a direct or indirect result of the Services being so changed; or

5.1.4 we may terminate the Contract with immediate effect by written notice if our invoice setting out our charges in respect of the Services remains outstanding on or after the date which is 7 days prior to the date when we are scheduled to provide the Services to you.

5.2 In the event that the Contract is terminated in accordance with Condition 5.1.1 or you cancel the Contract in accordance with Condition 5.1.2 then, in each case, if the relevant written notice is served or received by us:

5.2.1 at least fourteen days prior to the date on which we are due to provide the Services, you shall incur a fee of 5% of the total price of the Services payable by you to us to cover our administration costs; or

5.2.2 within the period of fourteen days prior to the date on which we are due to provide the Services, you shall incur a fee equivalent to the total price of the Services payable by you to us.

5.3 Notwithstanding Condition 5.2, if at any time prior to us providing the Services the Contract is terminated for whatever reason whatsoever or the date upon which we are scheduled to provide the Services is postponed for whatever reason whatsoever, you shall within a reasonable time, return all of our Pre-existing Materials and Deliverables if we so request. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned or reposed, you shall be solely responsible for their safe keeping.

5.4 The accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

6. Intellectual property rights

6.1 As between you and us, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by us, our agents, subcontractors, consultants and employees as appropriate.

6.2 You acknowledge that, where we do not own any Pre-existing Materials, your use of rights in Pre-existing Materials is conditional on us obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle us to licence such rights to you.

6.3 You shall fully indemnify us in respect of any infringement of any intellectual property rights arising as a result of your use of our Services or Deliverables in breach of these Conditions.

7. Confidentiality and our property

7.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us, our members, partners, employees, agents, consultants or subcontractors and any other confidential information concerning our business or its products which you may obtain.

7.2 You may disclose such information:

7.2.1 to your employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out your obligations under the Contract; and

7.2.2 as may be required by law, court order or any governmental or regulatory authority.

7.3 You shall ensure that your employees, officers, representatives, advisers, agents or subcontractors to whom you disclose such information comply with this Condition 7.

7.4 You shall not use any such information for any purpose other than to perform your obligations under the Contract.

7.5 All materials, equipment and tools, drawings, specifications and data supplied by us to you (including Pre-existing Materials) shall, at all times, be and remain as between you and us our exclusive property, but shall be held by you in safe custody at your own risk and maintained and kept in good condition by you until returned to us, and shall not be disposed of or used other than in accordance with our written instructions or authorisation.

8. Limitation of liability

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

8.1 This Condition 8 sets out our entire financial liability (including any liability for the acts or omissions of our members, partners, employees, agents, consultants, and subcontractors) to you in respect of any breach of the Contract, any use made by you of the Services, the Deliverables or any part of them and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.3 Nothing in these Conditions limits or excludes our liability for death or personal injury resulting from our negligence for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us or for any liability incurred by you as a result of any breach by us of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

8.4 We warrant that the Services and Deliverables will be of a satisfactory quality.

8.5 Our partners, members and staff: you acknowledge and agree that any liability for any loss, damage, costs and/or expenses suffered or incurred by you arising from, relating to or resulting from the provision of any of the Services will be our liability only and not any of the Group's partners, principals, members, directors, consultants or employees, other entities within the Group, the Group's agents or contractors or any of their respective partners, principals, members, directors, consultants, employees, agents or contractors. You undertake that you will in no circumstances bring any action in respect of any such aforesaid loss, damage, costs and/or expenses, whether arising in contract, negligence or otherwise, against any of the Group's partners, principals, members, directors, consultants or employees, other entities within the Group, the Group's agents or contractors or any of their respective employees, partners, principals, members, directors, consultants, agents or contractors.

8.6 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the total price paid for the Services payable by you to us.

8.7 Subject to Condition 8.2 and Condition 8.3, we shall not be liable to you for any indirect or consequential loss that you may suffer, even if the loss is reasonably foreseeable or we have been advised of the possibility of you incurring it.

8.8 The Deliverables are designed as an integral part of the Services solely for the benefit of delegates of our Services. We do not therefore warrant that either the Services or the Deliverables will necessarily stand on their own. The Services and/or the Deliverables are not intended to be relied upon for giving specific advice.

8.9 To the extent permitted by law, we will not be liable by reason of breach of contract, negligence or otherwise for any loss or consequential loss occasioned to any person acting, omitting to act or refraining from acting in reliance upon the Services and/or the Deliverables and our liability for any such loss arising from or connected with any error or omission in the Services or Deliverables shall not exceed the total price paid for the Services payable by you to us.

9. Data protection

You acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on our behalf in connection with the Services.

10. Force majeure

We shall have no liability to you under the Contract if we are prevented from, or delayed in performing, our obligations under the Contract or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control.

11. Variation

11.1 We may, from time to time and subject to your prior written consent, which shall not be unreasonably withheld or delayed, change the Services in order to comply with any applicable safety or statutory

requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

11.2 Subject to Condition 5.1.3, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

12. Waiver

12.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

12.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

13. Severance

13.1 If any provision of the Contract or these Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract or these Conditions, and the validity and enforceability of the other provisions of the Contract and these Conditions shall not be affected.

13.2 If a provision of the Contract or these Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14. Entire agreement

14.1 The Contract, these Conditions and, if applicable, the Licence Agreement constitute the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

14.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).

14.3 Nothing in this Condition shall limit or exclude any liability for fraud.

15. Assignment

15.1 You shall not, at any time, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of our rights or obligations under the Contract unless you have obtained our prior written consent to do so.

15.2 We may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party or agent.

15.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

16. No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent or employee of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

17. Rights of third parties

A person who is not a party to the Contract shall not have any rights under or in connection with it.

18. Notices and other communications

Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, by commercial courier or by email to the other party.

19. Governing law and jurisdiction

19.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).

20. Definitions and interpretation

20.1 In these Conditions, the following expressions have the following meanings.

Contract	Our receipt of your completed booking application form and our acceptance of it under Condition 1.2;
Deliverables	all deliverables developed by us or our agents, subcontractors, consultants and employees in relation to the Services;
Group	MacIntyre Hudson Advisory Services LLP, its holding company and all companies and undertakings which are now or in the future become subsidiary undertakings of MacIntyre Hudson Advisory Services LLP or any such holding company;
Intellectual Property Rights	all copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for or renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Licence Agreement	a licence from us to you granting you a non-transferable, non-exclusive, revocable licence to record, use or store all or some part of the Services and/or Deliverables;
Pre-existing Materials	all documents, information and materials provided by us relating to the Services which existed prior to the commencement of the Contract including computer programs, data, reports and specifications;
Services	the training services to be provided by us under the Contract, together with any other services which we provide, or agree to provide, to you; and
"you", "your" and "yourself"	the person, firm or company who purchases Services from us.

20.2 Headings in these Conditions shall not affect their interpretation.

20.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

20.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

20.5 A reference to writing or written includes faxes and, where expressly referred to elsewhere in these Conditions to e-mail.

20.6 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

20.7 References to conditions are to the Conditions of the Contract.