

## **BRILLIANT MINDS**

### **BOOKING TERMS AND CONDITIONS**

#### **1 GENERAL INTERPRETATION AND DEFINITIONS**

##### **1.1** In these conditions unless the context otherwise admits:

"Contract" means the contract between Brilliant Minds and the Customer to provide training consisting of these conditions and any booking form provided by Brilliant Minds and submitted by the Customer.

"Brilliant Minds" means Brilliant Minds Training & Development Limited (Company number 3306401) of The Coach House, Hill House, Coventry Road, Berkswell, CV7 7AZ

"Customer" means the person, firm, body, company or association booking a place on a course organised or provided by Brilliant Minds.

"Website" means the Brilliant Minds website at [www.brilliantminds.co.uk](http://www.brilliantminds.co.uk) .

##### **1.2** Any reference to any statute or statutory provisions includes a reference to that statute or statutory provision as from time to time amended, extended re-enacted or consolidated whether before or after the date of this agreement and all statutory instruments or orders made pursuant to it.

#### **2 BASIS OF THE CONTRACT**

##### **2.1** Brilliant Minds arranges and provides those courses as listed in Brilliant Minds' current brochures, materials or on the Website.

##### **2.2** These conditions form the basis of a contract between Brilliant Minds and the Customer and shall apply to all contracts for the provision of courses by Brilliant Minds to the Customer and shall apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply.

##### **2.3** These conditions shall constitute the entire and only agreement between Brilliant Minds and the Customer and supersede any prior written or oral

agreement arrangements or understandings and the parties confirm that they have not entered into this contract on the basis of any representations that are not expressly incorporated herein.

- 2.4 All bookings for courses made shall be deemed to be an offer by the Customer to book a course pursuant to these conditions and no contract shall arise until Brilliant Minds shall have accepted a booking by the Customer.
- 2.5 Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed and accepted in writing by Brilliant Minds.

### **3 BROCHURE INFORMATION AND CONDITIONS OF PAYMENT**

- 3.1 All information in Brilliant Minds' brochures, course notes or other materials or Website ("Materials") is to the best of Brilliant Minds' knowledge correct at the time of printing although no warranty can be given in this regard. If there are any significant changes, or Brilliant Minds discovers any mistakes, Brilliant Minds will use reasonable endeavours to inform the Customer prior to the course start date. The Customer is advised to check Materials for the most up to date information available.
- 3.2 The prices payable for courses shall be Brilliant Minds' brochure price or such price as stipulated in or notified in writing to the Customer. The price may however be varied due to any increase in the cost to Brilliant Minds, which is due to changes beyond Brilliant Minds' reasonable control.
- 3.3 The price payable for the course is inclusive of VAT.
- 3.4 The course fee must be paid no later than 2 weeks prior to the course start date. Any course booked within 2 weeks of a course start date must be paid for in full at the time of booking. Time for payment in all cases being of the essence.
- 3.5 If Brilliant Minds does not receive full payment before or on the due dates in accordance with these terms and conditions, then Brilliant Minds shall be entitled to cease to perform any obligations on its part.
- 3.6 The Customer may not withhold any payment of any amount due to

Brilliant Minds by reason of any right of set-off or counterclaim which the Customer may have or allege to have or for any reason whatever.

- 3.7 Places on the course are subject to availability and allocated on first come first served basis.

#### **4 PERFORMANCE**

- 4.1 Completion and provision of a course is subject to such services (including supplies from third parties such as accommodation) being available or being made available as will enable Brilliant Minds to proceed and to continue with the provision of the course.

- 4.2 Brilliant Minds reserves the right to amend, change or cancel dates or locations of a course where numbers of students or tutor availability dictate or where the occasion necessitates. In most cases bookings will be transferred to the next available course date. If the venue of a course or date is changed, and is not acceptable to the Customer, then Brilliant Minds will refund all monies paid by the Customer in full.

#### **5 LIABILITY**

- 5.1 Brilliant Minds shall use reasonable endeavours in making the necessary arrangements for all courses and deliver the course with reasonable care and skill.

- 5.2 The following provisions set out the entire financial liability of the Brilliant Minds (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- 5.2.1 any breach of the Contract; and

- 5.2.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

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

- 5.4 Nothing in the Contract excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or

fraudulent misrepresentation.

5.5 Subject to clause 5.4:

5.5.1 Brilliant Minds shall not be liable to the Customer for any loss of profit, loss of business, depletion of goodwill nor for any indirect or consequential loss or damage, costs or expenses whatsoever (and howsoever caused) which arise out of or in connection with the Contract;

5.5.2 Brilliant Minds' total liability for any loss or damage arising in connection with the performance or contemplated performance of this Contract shall be limited to the sums received from the Customer under the Contract.

5.5.3 Whilst Brilliant Minds will liaise with venue providers to ensure a good service, Brilliant Minds cannot accept liability for aspects of the service provided by such third parties.

## **6 CANCELLATION**

6.1 The Customer has the right to cancel a Contract for any reason within 7 working days of receiving Brilliant Minds' acceptance of booking and receive a full refund of all fees paid.

6.2 Where the commencement date of a course is earlier than 7 working days after the receipt of acceptance of booking the Customer's right to cancel will terminate when the course commences.

6.3 If a cancellation is made less than seven days before the start of a course, the Customer shall have the option to transfer the booking to another date, send another delegate, or receive a refund, less an administration charge of £50.

6.4 No refunds shall be made for non-attendance unless the Customer has cancelled the booking in accordance with clause 6.1 to 6.3 above.

6.5 In the unlikely event that Brilliant Minds are forced to make a change or to cancel a course, Brilliant Minds will advise the Customer at the earliest opportunity.

## **7 ASSIGNMENT**

7.1 Brilliant Minds may licence or sub-contract all or any parts of its rights

and obligations under this contract without the Customer's consent.

**8 WAIVER**

8.1 No indulgence or failure by Brilliant Minds to enforce any of its rights or remedies shall constitute a waiver of such rights or remedies or preclude Brilliant Minds from thereafter exercising the same. Nor shall completion of the Contract constitute a waiver by Brilliant Minds in relation to any conditions, which are to apply after completion.

**9 NOTICES**

9.1 Any notice to be given under this Contract shall be in writing and shall be sufficiently given to any party if sent in a letter by first class post addressed to that party and any notice so given shall be deemed unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of post.

**10 GENERAL**

10.1 If any provision of these conditions is prohibited by law or judged by a court or other competent authority to be illegal, unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these conditions and rendered ineffective as far as possible without modifying the remaining provisions of these conditions and shall not in any way affect any other circumstances of or the validity or enforcement of these conditions.

10.2 No provision of the Contract shall apply to the extent that it affects the statutory rights of consumers.

10.3 The remedies provided in these conditions are in addition to, and are not exclusive of, any remedies provided by law.

10.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these conditions.

10.5 In order to process the Customer's booking, Brilliant Minds will need to collect personal details from the Customer. The Customer's personal details will be processed in accordance with our Privacy Policy which can

be found on our Website at [www.brilliantminds.co.uk](http://www.brilliantminds.co.uk).

- 10.6 The Contract shall be governed by the laws of England and all disputes arising shall be subject to the exclusive jurisdiction of the Courts of England.