

# 1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following words will have the following meanings:

**Booking:** means a delegate booking for a KUUSI Training Course.

**Data Protection Act:** means the Data Protection Act 1998 as from time to time amended, modified, extended, re-enacted, consolidated, or replaced (whether in whole or in part).

**Delegate:** means any person attending a KUUSI Training Course as a delegate.

**Delegate Booking Form:** means our prescribed booking form for the KUUSI Training Course that is to be completed and submitted by those wishing to attend the KUUSI Training Course.

**Delegate Booking Information:** means the delegate booking information applicable to the KUUSI Training Course issued by Us from time to time via the Website or via email.

**KUUSI Training Course:** means the management, teamwork, sales and marketing training course or courses organised by Us to which these Terms and Conditions are stated to apply.

**KUUSI Training Course Administrator:** means the administrator for the KUUSI Training Course whose details are set out in the Delegate Booking Information.

**Terms and Conditions:** means these terms and conditions.

**Venue:** means any facilities or locations of any nature relating to the KUUSI Training Course (including any accommodation provided as part of the Booking).

**We:** means KUUSI, a company operating from at 4 Railway Cottages, Kimberley, NG16 2NN. "Us" and "Our" shall be read accordingly.

**Website:** means KUUSI website

**You:** means the Delegate (and the Delegate's organisation where applicable) or anybody who in Our reasonable opinion is acting with the Delegate's authority or permission, or as the Delegate's representative. "Your" shall be read accordingly.

## 2. Terms and Conditions

2.1. All Bookings are accepted subject to availability and these Terms and Conditions. These Terms and Conditions should be read carefully prior to making a Booking and any queries relating to them should be raised with Us prior to making a Booking, as making the Booking constitutes acceptance by You of these Terms and Conditions.

2.2. If you have any queries relating to these Terms and Conditions please contact the KUUSI Training Course Administrator.

### 3. Online Booking

3.1. Bookings will only be accepted if You use the Delegate Booking Form provided. You are responsible for the accuracy and completeness of all information which You provide to Us.

3.2. Your Booking will not be confirmed until it has been acknowledged by Us. We will use reasonable endeavours to send You a Confirmation of Your Booking by email within 5 working days.

3.3. We will make reasonable efforts to meet dietary and access requests where notified in advance.

### 4. Price

4.1. The prices are as set out in the Delegate Booking Information and the Delegate Booking Form as published (or otherwise provided to You) at the time at which We accept Your Booking.

4.2. The price of the Booking is per Delegate and is exclusive of VAT which will be charged at the current rate.

4.3. Where applicable, further details about the Venue and rates for Delegates are set out on the relevant KUUSI Training Course web pages on the Website.

### 5. Payment

5.1. If applicable, payment for the Booking may be made by credit card (MasterCard and VISA only), or by BACS transfer within 30 days of the date of Our invoice. All bookings will be subject to a 50% deposit, payable no more than 5 working days prior to the first booked date. Failure to pay the deposit on time may result in cancellation of the training.

5.2. All financial transactions will be between the Delegate or the Delegate's organisation where applicable, and KUUSI. Purchase orders should be made out to KUUSI, 4 Railway Cottages, Kimberley, Nottingham, NG16 2NN and sent to KUUSI on receipt of an invoice.

## 6. Cancellation by Delegates

6.1. Any cancelled Bookings, to be effective, must be received by Us in writing by email prior to the date of the KUUSI Training Course. Refunds shall only be made to You at Our discretion and, where granted, will be made using the same payment method as was used to purchase the Booking.

6.2. You should refer to the Delegate Booking Information for specific conditions relating to cancellation of Your KUUSI Training Course.

## 7. Cancellation or re-scheduling of KUUSI Training Courses

7.1. Where a KUUSI Training Course is cancelled or re-scheduled by Us, we will use Our reasonable endeavours to notify You using the contact details You provided to Us at the time of booking.

7.2. It is Your responsibility to inform Us of any change to the contact address, telephone number or email address You provide to Us at the time of booking. We and the Venue reserve the right to reschedule any KUUSI Training Course without notice and without any liability whatsoever.

## 8. Resale of Booking

8.1. You may not re-sell a Booking without Our prior written consent.

## 9. Substitute Delegates

9.1. You may substitute another person from Your organisation without charge provided that You notify the KUUSI Training Course Administrator by email or telephone of the name of Your replacement in advance. The KUUSI Training Course Administrator's contact details are set out in the Delegate Booking Information.

## 10. Data Protection

10.1. Your information will be held by Us. For the purposes of the Data Protection Act, We are the data controller.

10.2 We may store the information You have provided in a CRM system. The information You submit will not be kept for any longer than is needed. The length of time will depend upon whether We have a business need for keeping the information and/or if the law requires that We keep the information for a particular length of time.

10.3 Information You provide on the Delegate Booking Form may be used by Our employees, officers, representatives or sub-contractors where necessary for the purpose of administering the KUUSI Training Course, to improve the services We provide and, unless You have chosen to opt out, to inform You via email of future news, events and other relevant activity.

10.4 You can choose to unsubscribe from emails from Us of this kind at any time. You may get your information updated or removed from Our CRM system by emailing [support@kuusi.co.uk](mailto:support@kuusi.co.uk) or by writing to Us at:

KUUSI  
4 Railway Cottages  
Kimberley  
NG16 2NN

10.5 Unless You have specifically opted in to receive marketing communications from Us by email and/or to be included in the list for internal delegates, Your personal details will not be shared with any other organisation.

10.6 We may ask You to confirm Your personal details to ensure they are accurate.

10.7 As You have provided personal information, we need You to consent to the processing of this data. By submitting the Delegate Booking Form You are agreeing to Us processing this data as described above.

## 11. Conditions of Attendance

11.1. You must comply with instructions and directions given by staff, stewards and agents of the Venue and Us and any applicable policies and procedures of which You are notified.

11.2. We reserve the right to refuse access to, or remove any Delegate from any KUUSI Training Course who, in our reasonable opinion has, or is likely to affect the enjoyment of the other Delegates, in our reasonable opinion is acting under the influence of alcohol or drugs, or who uses threatening, abusive or insulting words or behaviour or who behaves in a manner which may cause a breach of the peace.

## 12. Photography

12.1. We may arrange for photographs to be taken at any KUUSI Training Course. Please advise the KUUSI Training Course Administrator prior to the commencement of the KUUSI Training Course if you do not wish your photo to be included in the KUUSI Training Course publicity.

12.2. We may arrange for recordings to be made of KUUSI Training Courses and, subject to presenters' permission, for the filmed material made available after the event. If You do not wish to appear in a recording, please inform the KUUSI Training Course Administrator prior to the commencement of the KUUSI Training Course and sit where instructed.

## 13. Changes to KUUSI Training Courses

13.1. We reserve the right to make alterations to the published programme for (or content of) any KUUSI Training Course where reasonably necessary. Any changes to the KUUSI Training Course published programme or content will be published on the Website or notified to You by email.

## 14. Health and Safety

14.1. You must comply with all relevant legislation relating to health and safety and with any safety announcements and Venue regulations of which You are made aware whilst attending any KUUSI Training Course.

### Equality and diversity statement

We are working towards being fully inclusive. We endeavour to arrange KUUSI Training Courses in fully accessible locations. However, we would appreciate Your co-operation in meeting specific requirements and ask that You inform us immediately if You require additional facilities (for example a loop system, BSL interpretation) or any other personal requirements.

We may need to pass on information to a third party about Your support requirements. If We are not able to reveal these details this may affect the accessibility arrangements we are able to provide. By submitting the Delegate Booking Form You agree to Your support requirements being passed on to relevant third parties.

## 15. Contacts

15.1. Please direct any enquiries to the KUUSI Training Course Administrator.

## 16. Limitation of Liability

16.1. Personal arrangements including travel, accommodation or hospitality relating to any KUUSI Training Course which have been arranged by You are at your own risk.

16.2. Neither We nor the Venue will be responsible for any loss, theft or damage to Your personal belongings, other than caused as a result of Our negligence or that of the Venue or other breach of statutory duty by Us or the Venue.

16.3. You will be responsible for paying for any damage which You cause to property at the Venue including the cost of additional cleaning where charged by the Venue.

16.4. Nothing in these Terms and Conditions will operate to limit or exclude liability of each party for death or personal injury arising out of its negligence, or for its fraud nor any other liability which cannot be excluded or limited under applicable law.

16.5. Subject to the paragraph above, in no circumstances will either party be liable to the other party for any loss of business, revenue, profits, anticipated savings or goodwill (whether direct or indirect) or for any indirect, special or consequential loss, arising out of or in connection with these Terms and Conditions and the KUUSI Training Course.

## 17. Dispute Resolution

17.1. If any dispute arises out of these Terms and Conditions or Your Booking, We will attempt to settle it. To this end We shall use Our reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties.

17.2. Although this does not restrict your rights to pursue court proceedings, if We are unable to settle any dispute by negotiation within 21 days, the parties may attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

## 18. Waiver

18.1. Failure by either party to exercise or enforce any right or benefit conferred by these Terms and Conditions will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

## 19. Assignment

19.1. We shall be entitled to assign any of Our rights and obligations under these Terms and Conditions provided that Your rights are not adversely affected.

## 20. Severability

20.1. If it is found by a Court that any of these Terms and Conditions for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.

## 21. Third Parties

21.1. No person who is not a party to these Terms and Conditions shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

## 22. Force Majeure

22.1. For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond Our reasonable control including, but not limited to, war, acts of terrorism, governmental requirements, acts of local or central Government or other competent authorities, Acts of God and industrial disputes. We will not be liable to You for failure to perform any obligation under these Terms and Conditions or in relation to Your Booking to the extent that the failure is caused by Force Majeure.

## 23. Amendments and variations

23.1. Please note that We may amend and update these Terms and Conditions from time to time. The Terms and Conditions as published on Our Website (or as otherwise provided to You) at the time of confirmation of Your Booking will apply.

23.2. Once Your Booking is confirmed (and in any event if You attend a KUUSI Training Course as a Delegate) these Terms and Conditions shall be binding on You.

## 24. Governing Law and Jurisdiction

24.1. These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.