

## **Newtyne Public Courses, Terms and Conditions**

Public Courses (the “Agreement”) In exchange for payment of the fees and any applicable taxes arising under the Agreement, Newtyne Consultancy and Training Limited (“Newtyne”) will provide training courses (“Course(s)”) to the Customer, subject to the following terms and conditions:

### Course Bookings and Confirmation

Provisional bookings can be made by telephone, and will be held for a maximum of 5 (five) working days.

A Course booking is confirmed once a booking form has been completed and received by Newtyne, and Newtyne has sent the delegate’s confirmation of the Course booking in writing in the form of Joining Instructions prior to the commencement of the Course.

### Payment Terms

The Course fee must be paid in full prior to the commencement of the Course. If Course fees are not paid timeously, Newtyne reserves the right to allocate the Course place to another delegate.

### Late Payment

In the event of late payment, Newtyne reserves the right to charge interest on any outstanding amounts at the rate of 5% per calendar month, or part thereof, calculated on the total amount outstanding from the due date up to, and including, the actual payment date.

### Course Prices

Public Course prices are quoted exclusive of VAT, but include all printed materials, lunch, and refreshments and are listed on the Newtyne web-site.

Newtyne reserves the right to modify the published Public Course prices at its sole discretion, and without prior notification.

### Transferring Courses

If a delegate wishes to transfer a booking within 15 (fifteen) working days of the Course commencement, there will be an administrative charge of 20% of the Course fee. If that transfer is then cancelled, or the delegate fails to attend, the full Course fee remains payable.

### Cancelling Courses

All cancellations of Course bookings must be made more than 15 (fifteen) working days Newtyne Public Courses, Terms & Conditions 31 Palmerston Place, Edinburgh EH12 5AP Copyright © 2019. Newtyne Consultancy and Training prior to the commencement of the Course. If a booking is cancelled within the 15 (fifteen) working days prior to the commencement of the Course, or the delegate fails to attend, the full Course fee remains payable.

**Changing Delegate Details** No charge will be incurred if another individual from your organization is nominated to replace the original delegate on the same date and Course. Please contact Newtyne to advise of any such changes.

## Course Applications

Newtyne reserves the right to decline the application of any delegate without prior notification. Cancellation of Courses by Newtyne Newtyne reserves the right to cancel any Course at any time without liability. In such circumstances delegates will be offered an alternative date, a Course voucher or a full refund of Course fees paid.

## Changes to Course Content

Newtyne reserves the right to alter any of the Course content without prior notification. It may not be possible to cover all Course topics owing to unforeseen circumstances. The Instructor will advise delegates if this is the case, and may offer alternatives. Where necessary, the Instructor will add appropriate, additional reading material.

## Confidentiality

The Customer will implement reasonable measures to prevent Newtyne's inadvertent access to confidential information. Newtyne agrees to use reasonable endeavours to prevent any confidential information received in connection with, and related to the Course(s), which is clearly marked, or designated at the time of disclosure as 'Confidential', from being revealed to third parties. This restriction does not apply to information which is:

- Generally available to the public
  - Released by the customer without restriction Independently developed or acquired by Newtyne Known to Newtyne prior to receipt from the Customer
  - Revealed pursuant to a Court Order or process of law
- Newtyne will use reasonable endeavours to give the Customer notice of such order prior to disclosure. Newtyne's privacy statement can be found here.

## Copyright

None of the Course material may be reproduced, re-published, distributed, posted, sold or transferred. Copyright extends to all electronic or supplementary materials provided as part of a course.

Course notes are available only for attendees and are provided on the first day of the Course. Course notes are not available prior to the commencement of the Course.

## Warranty and Limitation of Liability

Newtyne warrants that it shall render the Course(s) in a diligent, conscientious and professional manner. The exclusive remedy for a breach of this warranty is refund of fees paid for the Course(s) at issue. Newtyne warrants that that it is under no obligation or restriction that would in any way prevent or interfere with its ability to perform its obligations under this Agreement.

# Newtyne

...making information work

Newtyne disclaims all other warranties, express or implied, with respect to the event or services provided hereunder or the results obtained, including without limitation any implied warranties or conditions of merchantability or fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing.

Newtyne is not liable for any loss or profits or for special consequential, incidental, indirect, reliance, or exemplary damages, either in contract or tort, whether or not the possibility of such damages was disclosed to Newtyne or could have been reasonably foreseen by Newtyne.

In no event shall Newtyne's liability for damages of any kind, including direct damages, exceed the amount the Customer paid for the Course under the applicable Joining Instructions. The limitations in this clause do not include limitations of liability for personal injury or death.

## Governing Law

This Agreement shall be deemed to have been entered into in and shall be governed by the laws of Scotland. The parties agree to use all reasonable endeavours to mutually resolve any dispute arising under this Agreement. Failing those endeavours, the parties agree to the exclusive jurisdiction of the courts of Scotland for resolution of any dispute under this Agreement.

## Severability

If any part of this Agreement is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect. Waiver Failure by either party to enforce at any time, or for any period of time, any provision of this Agreement will not be construed as a waiver of such provision and will in no way affect either party's right to later enforce such provision.

## Complete Agreement

The Customer and Newtyne agree that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. It is further agreed that this Agreement, the Joining Instructions, and invoices arising under them, constitute the complete and exclusive statement of the terms and conditions between the Customer and Newtyne covering the performance hereof and cannot be altered, amended or modified, except in writing, signed by an authorized representative of each party.

This Agreement supersedes all communications, oral or written, between the parties relating to its subject.