

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

### Terms and Conditions

#### Private Course Event (the "Agreement")

In exchange for payment of the fees and any applicable taxes arising under this Agreement and the relevant event confirmation letter as described below, Newtyne Consultancy and Training Limited ("Newtyne") will provide training and/or education events (the "Event(s)") to the Customer as specified in the event confirmation letter, subject to the following terms:

#### Event Confirmation

Once the Event topics have been verbally agreed, Newtyne will send an Event Confirmation Letter describing the Event(s), the associated prices and allowing the Customer to confirm the booking. Once Newtyne has received, by return, the signed confirmation sheet, the Event is deemed confirmed.

#### Payment Terms

Each Event must be paid in full prior to the commencement of the Event.

#### Late Payment

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

#### Event Prices

For Events held at Newtyne premises, the price includes all printed materials, lunch and refreshments.

For Events held at a Customer site, the course price will include all printed materials. Instructor expenses will be added to the Event invoice. For Events held at a third party venue (e.g. an external training centre), the course price will include all printed materials and a charge for room hire. Instructor expenses will be added to the Event invoice.

All Private Course Event prices quoted in the Event Confirmation Letter exclude VAT.

#### Cancellation and Transfer Policy

Should an Event require to be cancelled, please contact Newtyne. If a cancellation is made more than ten (10) working days prior to the Event commencement date then any monies that have been received by Newtyne for the Event will be returned to the delegate party in full.

If the cancellation of the Event is made less than ten (10) working days before the Event commencement date then a cancellation fee equal to the full Event price will be due.

If the Event can be transferred to another date that is agreed by Newtyne and the Customer, no cancellation fee is payable provided the rescheduled Event takes place. In such case, there will be an administrative charge of 20% of the Event price.

An Event may only be rescheduled once.

If the rescheduled Event is cancelled a cancellation fee of the full Event price will be due.

#### Event Setup

The Customer shall supply Newtyne with details of facilities and the system infrastructure to be used in order that suitable arrangements may be made.

#### Delegate Details

Any reduction in delegates within ten (10) working days prior to the Event commencement date will not be reflected in a price reduction. Any increase in delegate numbers will result in an increase to the Event price. Delegate names must be supplied to Newtyne at least five (5) working days prior to the Event commencement date. Newtyne will make no charge if a substitute delegate replaces the original delegate. Please contact Newtyne to confirm any delegate changes.

#### Event Timings

One course day is deemed to be approximately eight hours including one hour for lunch and half an hour for breaks. The full schedule will be outlined in the Event Confirmation Letter.

#### Changes to Content

Newtyne's courses are constantly being reviewed, updated and improved and Newtyne reserves the right to alter any of the course content without prior notice. It may not be possible to cover all course topics due to unforeseen circumstances. The Instructor will advise delegates when this is the case and may offer alternatives.

#### Event Applications

Newtyne reserves the right to decline applications for Events without prior notification.

#### Cancellation of Events by Newtyne

Newtyne reserves the right to cancel or reschedule an Event at any time without liability. In these circumstances, the Customer will be offered an alternative date or a full refund of any Event fee paid.

#### 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 Event(s), which is clearly marked or designated at the time of disclosure

as “Confidential”, from being revealed to third parties for a period of three (3) years from the date of disclosure. 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.

## Copyright

The Event material is the exclusive copyrighted property of Newtyne. None of the Event material may be reproduced, republished, distributed, posted, sold, or transferred. Newtyne’s Copyright extends to all electronic or supplementary materials provided as part of an Event. Course notes are available only for course attendees and are provided on the first day of a course.

Course notes are not available prior to the course.

## Warranty and Limitation of Liability

Newtyne warrants that it shall render the Event(s) in a diligent, conscientious and professional manner. The exclusive remedy for breach of this warranty is refund of fees paid for the Event(s) at issue. Newtyne warrants 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 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 Event Confirmation Letter.

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.

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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 Event Confirmation Letter, 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.