

JN PARTNERSHIP LIMITED
BOOKING TERMS AND CONDITIONS

1 SERVICES

1.1 We provide the following categories of services, which you can order through this website:-

1.1.1 consultancy services which are events and training services that we provide in accordance with your specific requirements at a location of your choice for small groups ("**Consultancy Services**"); and

1.1.2 conference events and courses hosted by us for which places can be purchased by individuals ("**Conferences**").

1.2 We will provide all of our services using reasonable skill and care and in a professional manner.

1.3 All descriptions and content on our website are intended merely to present a general idea of our services. If you require any further details, please contact us by e-mail, providing details of the additional information needed.

2 BASIS OF AGREEMENT

2.1 Initial enquiries may be made by telephone or email. All bookings must be made confirmed in writing, by fax, email or post.

Post to: JN Partnership Limited, PO Box 139, Berwick upon Tweed TD15 9AJ

Fax to: +44 (0) 870 8502480

Email to: admin@jnpartnership.co.uk

2.2 You are welcome to contact us to enquire about the status of your order or with any other query about our services at any time.

2.3 We will treat each booking or order for our services as an offer by you to purchase the services in accordance with and subject to these terms and conditions ("**these Terms**").

2.4 You will ensure that the terms of any order are complete and accurate and that you give us all information relating to the order and the services within sufficient time to enable us to perform the services. When booking for a Conference, if you have any special access needs or specific dietary requirements, please contact us as soon as possible so we can endeavour to meet your needs on the day.

2.5 We will acknowledge receipt of your order without undue delay by e-mail.

2.6 No order submitted by you is accepted by us until we confirm in writing its acceptance. No contract shall exist between you and us until we confirm our acceptance of your order in this way. Please note that our acknowledgement of receipt of your order is not our acceptance of your order, which we will send separately. Our acceptance creates the contract between us for our services ("**our Agreement**").

3 PRICE AND PAYMENT

- 3.1 The standard prices for our Conferences are identified on the relevant page providing details of the relevant Conference. The standard prices for our Consultancy Services are available by request. Please contact us.
- 3.2 All prices exclude VAT and any travel and accommodation expenses that may be required for Consultancy Services.
- 3.3 If we need to vary the price to take account of any substantial increase in our suppliers' prices, changes in taxes and duties, site errors or errors or omission in the price displayed on our website or in any confirmatory correspondence, we shall notify you in writing and allow you an opportunity to cancel your order.
- 3.4 Any requirement for travel and/or accommodation when we are providing Consultancy Services will be notified in advance in accordance with our standard travel policy (which can be provided on request).
- 3.5 Payment by you of the price for our services is due within 21 days of the date of our invoice.
- 3.6 We accept payment by credit and debit card and by BACS transfer. If paying by cheque, please make the cheque payable to JN Partnership Limited and forward this to us at the address set out in condition 2.1 above. We also accept payment by BACS:

BACS:

Sort Code: 08-92-99

Account Number: 69220436

Account Name: JN Partnership Limited

International Bank Transfer:

Bank Identification Code: CPBK GB22

International Bank Account Number: GB83 CPBK 0892 9969 2204 36

Account Name: JN Partnership Limited

- 3.7 If we do not receive any payment on the due date then we may delay performance of the services until such payment is received by us.
- 3.8 Payment shall be made by you without any deduction or set off.
- 3.9 Interest at an annual rate of 8% above the base rate of the Bank of England from time to time will accrue daily (both before and after judgement) and be calculated on a daily basis on overdue accounts from the date of invoice until payment.
- 3.10 If your organisation requires a purchase order number to be stated on the invoice, please ensure that the number is quoted on the booking form.

4 YOUR RIGHT TO CANCEL

Consultancy Services

4.1 You have a right to cancel our Agreement without giving any reason and this right can be exercised by forwarding to us at the address, fax number or email address set out in condition 2.1 above, a notice of cancellation within the time limits set out below. You may exercise this right to cancel our Consultancy Services:-

4.1.1 at any time up to the date 8 weeks prior to the agreed delivery date for the services, in which case you shall be entitled to a full refund of the 25% deposit paid (less any non-refundable travel and/or accommodation costs actually incurred);

4.1.2 at any time after the date 8 weeks prior to the agreed date for delivery of the services, in which case you shall not be entitled to a refund of the 25% deposit paid (and shall reimburse us for or any non-refundable travel and accommodation costs actually incurred).

4.2 You have a right to postpone the performance of our services under our Agreement without giving any reason and this right can be exercised by forwarding to us at the address, fax number or email address set out in condition 2.1 above, a request to postpone within the time limits set out below. You may exercise this right to postpone our Consultancy Services:-

4.2.1 at any time up to 4 weeks prior to the agreed delivery date for the services, in which case you shall be entitled to postpone our services free of charge (but shall reimburse us for any non-refundable travel and/or accommodation costs actually incurred);

4.2.2 at any time after the date 4 weeks prior to the agreed date for delivery of the services, in which case you shall be charged a postponement fee equivalent to the 25% deposit paid (and you shall be required to reimburse us for any non-refundable travel and accommodation costs actually incurred).

4.3 We reserve the right to defer the date of delivery or performance, or to cancel our Agreement without liability to you if we are prevented from or delayed in providing the services by any cause beyond our reasonable control (which includes explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, local or other authority, strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or agents or of a third party) transportation delays or failures or serious illness or accident. In such circumstances, you may give written notice to cancel our agreement if the cause in question continues for a continuous period in excess of 180 days but in any event shall remain liable to pay for services delivered or supplied prior to such cancellation by us.

4.4 If you do not pay for the services within 14 days of the date payment is due, we may cancel our Agreement and any other agreement between us by giving 10 days' notice and we will return any sum received by us up to that date less any reasonable expenses incurred by us.

4.5 If we cancel for any other reason, we will notify you in writing of the reasons for cancellation and refund in full all monies paid.

Conferences

4.6 You have a right to cancel your booking for Conferences without giving any reason and this right can be exercised by forwarding to us at the address, fax number or email address set out in condition 2.1

above, a notice of cancellation within the time limits set out below. You may exercise this right to cancel a booking for our Conferences:-

- 4.6.1 at any time up to the date 2 weeks prior to the date of the Conference, in which case you shall be entitled to a full refund (less an administration fee of £75.00);
- 4.6.2 at any time after the date 2 weeks prior to the date of the Conference (but before the date of the Conference itself) in which case you shall be entitled to a refund of the price paid for the Conference less 50%.
- 4.7 If you have not cancelled in advance and do not turn up to the Conference itself you will not be entitled to any refund of the price paid.
- 4.8 You may send a substitute delegate to any of our Conference free of charge at any time.
- 4.9 You have a right to transfer your booking in respect of one of our Conferences to any one of our other Conferences without giving any reason and this right can be exercised by forwarding to us at the address, fax number or email address set out in condition 2.1 above, a request to transfer your booking within the time limits set out below. Transfers of a booking will not be accepted less than 14 days period prior to the date of the original Conference. You may exercise this right to transfer your booking from one Conference to another:-
 - 4.9.1 at any time up to 4 weeks before date of the original Conference, in which case you will incur no administration charges;
 - 4.9.2 at any time between the date 4 weeks prior to the date of the original Conference and 14 days prior to that Conference, which will incur an administration charge of £75.00.
- 4.10 JN Partnership reserves the right to cancel any Conference if is deemed necessary. Please note, venues are subject to change. On occasions where a venue change is necessary, JN Partnership will provide a venue within the same area. Please read your delegate pack carefully for information on the final and correct location of the venue.
- 4.11 If a Conference is over subscribed JN Partnership will offer you another venue or date if available, but you are not obligated to accept an alternative. We will do our best to offer another suitable date if there are no places available for the Conference you have chosen when you book.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 All intellectual property rights (including copyright) in all information and materials (including but not limited to copies of slides, delegate notes, training materials and handouts) provided to you in connection with our services (the “**Materials**”) shall belong to and shall remain the exclusive property of JN Partnership. Nothing in our Agreement shall pass to you any rights of title or ownership in such intellectual property rights.
- 5.2 JN Partnership grants to you a right to use and distribute the Materials that we provide to you within your own organisation and to make further copies of the Materials and to use and distribute those copies, provided that the Materials are not distributed outside of your organisation and the name ‘Sustained Success’ together with our copyright notice remains on all copies of those Materials.
- 5.3 We do not grant to you any licence (whether exclusive or otherwise) to modify, adapt, re-use or otherwise copy or incorporate all or part of the Materials (including the layout and design thereof) for use in other materials or publications.

6 LIMITS OF LIABILITY

THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 6.1 The following sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents of or subcontractors) to you in respect of any breach of these Terms and any representation, statement or act or omission (including negligence) arising under or in connection with our Agreement and in respect of any contemplated performance or lack of performance.
- 6.2 Nothing in our Agreement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.
- 6.3 Subject to condition 6.2:-
- 6.3.1 we shall not be liable to you for:-
- (a) any loss of profit, loss of production, loss of performance, financial loss, depletion of goodwill; and
 - (b) any indirect loss, damage, costs or expenses whatsoever;
- in each case which arise out of or in connection with our Agreement or its completed performance or lack of performance; and
- 6.3.2 subject to condition 6.3.1 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance or lack of performance of our Agreement shall be limited to the contract price paid by you.

7 GENERAL

- 7.1 Any communication given under these Terms shall be in writing and delivered personally or by facsimile transmission (facsimile transmission to be confirmed by letter posted within 12 hours) or pre-paid recorded, special delivery or first class post (or air mail post if to an address outside the United Kingdom) to the address or facsimile number of the party who is to receive such communication as may from time to time be specified in writing by the relevant party as its address for the purpose of this condition 7.
- 7.2 Each party undertakes to notify the other party in accordance with condition 7.1 if any address or facsimile number provided in accordance with condition 7.1 is no longer an appropriate address for the service of communications.
- 7.3 Nothing in these Terms or any arrangement contemplated by our Agreement shall constitute either party to our Agreement a partner, agent, fiduciary or employee of the other party.
- 7.4 No amendment or variation of these Terms (or any of the other agreed terms of our Agreement) shall be effective unless made or confirmed in writing and signed on behalf of JN Partnership.
- 7.5 If any provision of these Terms shall be found by any court or body or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of these Terms which shall remain in full force and effect to the extent permitted by law.
- 7.6 The rights and remedies provided by these Terms are cumulative and (unless otherwise provided in these Terms) are not exclusive of any rights or remedies provided by law.

7.7 Our Agreement does not create, confer or purport to create or confer any benefit or right enforceable by any person not a party to it (except that a person who is a permitted successor to or assignee of the rights of a party to these Terms shall be deemed to be a party to these Terms).

7.8 Where we have agreed to provide services to you through a named consultant we will not subcontract our Agreement or any part of it or the services that we provide under it to any third party without your consent. Where a particular consultant is unable to provide the services due to any cause beyond the reasonable control of the consultant, we will use our best endeavours to find an alternative consultant, who would be acceptable to you.

8 GOVERNING LAW AND JURISDICTION

8.1 Our Agreement is governed by and shall be construed in accordance with the laws of England and Wales.

8.2 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with these Terms and our Agreement.

9 ENTIRE AGREEMENT

9.1 These Terms constitute the entire agreement and understanding of the parties for the supply of the services and supersede any previous agreement between the parties.

9.2 These Terms shall govern our Agreement and the provision of our services to the exclusion of any terms and conditions which you would seek to apply at any time or which are implied by trade, custom or course of dealing.

9.3 You acknowledge and agree that:-

9.3.1 in placing an order for services that you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person, which has not been confirmed in writing; and

9.3.2 your only remedy in respect of statements, representations, warranties or understanding made or repeated in these Terms or in relation to these Terms shall be for breach of contract.

9.4 Nothing in this condition 9 shall operate to limit or exclude any liability for fraud.