

TERMS AND CONDITIONS

(1) Interpretation

Please read these terms and conditions carefully. These terms and conditions relate to all events and training courses delivered by System Group Limited that are not funded by a government body.

In these terms and conditions, "we" means System Group Limited (and "us" and "our" will be construed accordingly); "you" means our customer or potential customer under these online booking terms (and "your" will be construed accordingly); "product" means a System Group Limited event and training course.

(2) Confidentiality

System Group Ltd shall keep confidential any information it may learn about the Consumer's trade or business activities except to the extent that the information is already known to System Group Ltd or becomes available in the public domain without the fault of System Group Ltd.

(3) Booking process

The descriptions given of System Group Limited events and training on our brochures, verbally, or on our website constitutes an "invitation to treat"; and your submission of a booking request for a System Group Limited event and training constitutes a contractual offer.

No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to attend System Group Limited events and training courses, you will need to take the following steps: (i) you must advise us verbally or in writing (by email or letter) of the event or training course, including the relevant delegate details, the person making the booking and billing address, and confirm that you wish to make the payment (ii) if you are a credit customer you will be invoiced within seven days and payment is subject to the terms set out in Section 4, and if you are a non-credit customer you will be asked to make the payment straight away.

You have 48 hours to inform us if you do not agree with these terms and conditions, or return of the Customer Confirmation form, whichever is sooner. If the event or training course is within 48 hours of the time of booking, you are deemed to have

accepted these terms and conditions by attendance at the course.

Where you have paid at time of booking, but inform us within 48 hours that you do not agree to the terms and conditions, you will be entitled to a full refund (See Section 10).

Following sending out the customer confirmation form, and subject to the paragraphs above, your booking will become a binding contract subject to cancellation rights detailed in Section 7 and any statutory consumer rights).

We will not file a copy of these terms and conditions specifically in relation to your booking. We may update the version of these terms on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these online booking terms for your records.

The only language in which we provide these online booking terms is English.

(4) Price and payment

Prices for System Group Limited events and training are those quoted to you at the time of enquiry or on our website (where applicable). However, it is always possible that some of the prices stated may be incorrect. Although we aim to keep our prices up to date, the information including Product Descriptions stated or appearing on the Website at a particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a Product until your order is accepted in accordance with our Terms and Conditions.

The prices quoted include all value added taxes (where applicable).

Prices are liable to change at any time, but changes will not affect contracts which have come into force.

Payment options are set out below:

(4.1) Credit Customer's - Payment shall be made in the time and manner stated in the quotation or on the customer confirmation form. If no such time and manner are stated, payment will be due within 30 days following the date of the invoice. (If you are not a credit customer but would like to open a credit



account with us this is subject to completion of our New Customer checks, including a credit check)

(4.2) Non-credit or Pre-pay customers - All customers who do not hold a credit account will be required to pay for their booking in full, at the time of booking.

(5) Warranties

We warrant that the services provided under these terms and conditions will be provided with reasonable skill and care.

You warrant and represent to us that:

- (a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these online booking terms;
- (b) the information provided in or in connection with your booking request is accurate and complete;
- (c) you will be able to attend the System Group Limited event and training course at the time and in the place advertised;
- (d) you meet the stated pre-requisites and qualification criteria for attending the System Group Limited event and training course.
- (e) you are resident in the England or Wales; and
- (f) you are at least 18 years of age.

(6) Venues and dates

Where we have a valid reason to do so, we may change the System Group Limited training course dates and venues by giving reasonable notice of the change to you.

(7) Your rights of cancellation

Training will be confirmed to you in the customer confirmation form, attaching a copy of these terms and conditions or directing you to them our website, www.system-group.com.

You have 48 hours to inform us if you do not agree with these terms and conditions, otherwise you are deemed to have been accepted them. If the event

or training course is within 48 hours of the time of booking, you are deemed to have accepted these terms and conditions by attendance at it.

Where you have paid at time of booking, but within 48 hours inform us you do not agree to the terms and conditions, you will be entitled to a full refund.

Once training has been confirmed in writing refunds will only be honoured in exceptional circumstances at System Group Limited's discretion.

We will endeavour to rearrange the training where possible. Notice of any cancellations must be provided in writing via post or email. System Group Limited reserve the right to enforce the following charges for any short notice cancellations:

- a) At least 21 days before the System Group training course is due to commence - a full refund will be provided, subject to a £20 Administration fee being applied.
- b) Less than 21 days but more than 14 days before the System Group training course is due to commence – 50% of the booking will be payable.
- c) less than 14 days before the System Group training course is due commence, or you fail to attend – the full amount of the booking will be made payable.

Change of Delegate

Without prejudice to the statutory right of cancellation, you may transfer your right to attend the course to a colleague employed or belonging to the same organisation as the delegate(s) detailed in the original System Group Limited event and training course booking.

Transfer of right to attend will be subject to the replacement delegate meeting any conditions and requirements relating to the System Group Limited event and training course.

In order to change delegate details on this basis you must inform us by writing, in email or letter, at least 7 working days before the course is due to commence. Where you request a change in delegate(s) we reserve the right to apply a £20 Administration fee.



(8) Our rights of termination or cancellation

System Group Ltd reserves the right to cancel courses at any time and to transfer confirmed bookings to rescheduled dates. Delegates unable to attend the rescheduled dates will be entitled to a full refund

If the Customer becomes Bankrupt, enters Administration or makes an arrangement with Creditors to go into Liquidation, System Training may without notice suspend or terminate the Contract or the unfulfilled part thereof.

(9) Client supplied vehicles

A vehicle supplied by a client must be roadworthy, suitable and comply fully with all current Road Traffic Act requirements. A client is required to supply full insurance cover for System Training Instructors, whilst the Instructor is driving the client-supplied vehicle.

System Training will not be liable for any costs incurred on a vehicle or driver whilst it is being used on a training course, or for any subsequent costs relating to its use on a training course.

System Training reserves the right to refuse to use a client-supplied vehicle and to terminate training course if the vehicle does not comply with the above conditions.

All costs including training fees incurred by System Training through the termination of a training course due to a non-compliance with the above will be charged to the client.

(10) Consumer rights

If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by these terms and conditions

(11) Refunds

If you are entitled to a refund, we will process the refund due to you as soon as possible and, in any event, within 30 days of the day we received your valid notice of cancellation.

(12) Limitations and exclusions of liability

Nothing in the terms and conditions will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;

(c) limit any liability of a party in any way that is not permitted under applicable law; or (d) exclude any liability of a party that may not be excluded under applicable law. If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by the terms and conditions.

The limitations and exclusions of liability set out in this Section and elsewhere in the terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of a force majeure event.

We will not be liable to you in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

If you are a business customer, we will not be liable to you in respect of any loss or corruption of any data, database or software.

If you are a business customer, we will not be liable to you in respect of any special, indirect or consequential loss or damage.

(13) Force majeure

In this Section and Section 12, "force majeure event" means any event which is beyond our reasonable control.

Where a force majeure event gives rise to a failure or delay in us performing our obligations under these terms and conditions, those obligations will be suspended for the duration of the force majeure event.

(14) Business customer indemnity

This Section 14 applies if and only if you contract with us under these terms and conditions in the course of a business.

You hereby indemnify us and undertake to keep us indemnified against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising, directly or



indirectly, out of a breach by you of any of your obligations under these terms and conditions.

(15) General terms

We will treat all your personal information that we collect in connection with your order in accordance with the terms of our Privacy Policy; use of our website will be subject to our Website Terms and Privacy Policy.

Contracts under these online booking terms may only be varied by an instrument in writing signed by both you and us. We may revise these online booking terms from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these online booking terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these terms and conditions, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these terms and conditions.

You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these terms and conditions apart from as laid out in Section 7. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these online booking terms, at any time - providing, where you are a consumer that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

Each contract under these terms and conditions is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

Subject to the first paragraph of Section 13: these terms and conditions contain the entire agreement and understanding of the parties in relation to events booked on our website, and supersede all previous agreements and understandings between

the parties in relation to System Group Limited and training course booked; and each party acknowledges that no representations not expressly contained in these terms and conditions have been made by or on behalf of the other party in relation to the booking.

These terms and conditions will be governed by and construed in accordance with English law, and the courts of England and Wales will have exclusive jurisdiction to adjudicate any dispute arising under or in relation to these online booking terms.

(16) About us

System Group Ltd

Registered Office:

2 A C Court, High Street, Thames Ditton
Surrey, England KT7 0TR

Company registration number:

03195134

VAT number:

290049115