

## Terms and Conditions of Business

### 1. Definition

In these Terms and Conditions the following definitions apply.

**Booking Form** means the Company's standard Booking Form setting out details of the Event.

**Client** means the Organisation, Person or Company by whom a Booking is made and named on a Booking Form.

**Company** means Catalis Limited Registered office, The Derby Conference Centre London Road Derby DE24 8UX.

**Delegate** means individual, named or otherwise, booked to attend an Event.

**Event** means either course development, open program courses, reserved courses or assessment.

**Contract** means a contract signed by both the Company and the Client for the delivery of an Event or Events.

### 2. General

2.1 These Terms and Conditions are confirmed as accepted by the Client once the Client has completed and signed a Booking Form or a Contract for the supply of an Event or Events by the Company.

### 3. Payment

3.1 Where possible an invoice for the full cost of the Event will be rendered to the Client 30 days before the Event is due to commence.

3.1.1 All invoices are due for payment before the commencement of an Event.

3.1.2 Agreed fees in respect of development work are invoiced at the time of order confirmation and are payable within 30 days of the invoice date.

3.2 The Company reserves the right to charge interest at 1% per month on unpaid/late paid invoices. Interest will apply both before and after a court judgment. In addition, the Client shall pay all costs and disbursements incurred by the Company in recovering invoices paid late.

3.3 Booking of additional Delegates is welcome subject to course availability and invoices will be rendered as per Clause 3.1.

3.4.1 Delegates may not be admitted if invoices are unpaid by the date of the Event.

3.4.2 The Company reserves the right to review the cost of Events depending on demand or unforeseen costs incurred.

3.5 All charges quoted exclude VAT, which will be chargeable in addition at the prevailing rates.

### 4. Transfer of Delegates

4.1 A Delegate can only be transferred to an Event of the same title on a different date. They cannot be transferred to a different Event on a different date or a different Event on the same date. They can also only be transferred once. Delegates transferred to another Event and subsequently cancelled are subject to cancellation fees as per the original booking

4.2 All amendments and requests to transfer must be made in writing to the sales support team. Fax is acceptable on 08708900027 or email [transfer.training@catalis.co.uk](mailto:transfer.training@catalis.co.uk).

4.3 All requests for transfer are subject to an administration fee of 10% of the booking value for the Event.

4.4 A request for transfer is required at least 15 days before commencement of an Event for bookings valued at £500 and below. Requests made with less than 15 days left will be treated as a cancellation and the full cost of the course will be incurred.

4.5 A request for transfer is required at least 30 days before commencement of an Event valued above £500. Requests made with less than 30 days will be treated as a cancellation and the full cost of the course will be incurred.

### 5. Cancellation of Delegates / Events

5.1 All cancellations to bookings must be made in writing by the Client to the sales support team. Fax is acceptable, followed by a posted hard copy; Fax: 08708900027; or Email: [hotline@catalis.co.uk](mailto:hotline@catalis.co.uk)

5.2 For cancellations made between 90 and 31 days prior to the date of the Event 25% of the full cost will be charged.

5.3 Cancellations 30 days or less prior to the date of the Event, the full cost will be charged.

5.4 Delegates either named or to be announced (TBA) on a Booking Form who do not subsequently turn up for the Event will still be invoiced.

### 6 Event Cancellation

6.1 The Company will endeavour to run all advertised Events but due to unforeseen circumstances it may be necessary to reschedule or cancel a particular Event. In such cases the Company will not accept any consequential liability irrespective of notice given.

6.2 The Company will use reasonable endeavours to refund or reschedule Clients when Events are cancelled.

6.3 In the event of the Client's cancellation of any development or consultancy assignment prior to the completion of the Event, fees will be chargeable at the daily rate for any development and preparation costs incurred by the Company up to the date of receipt of written notice of the cancellation. Any such costs will be invoiced on receipt of notice and will be due within 30 days of invoice.

### 7 Accommodation

7.1 Accommodation and meals provided by the Company are charged at the current rates (details of room and meal prices are available on request) and invoiced as per Clause 3.

### 8 Indemnity

8.1 The Client shall indemnify and hold harmless the Company for any claim resulting from injury to persons and damage to third party property except as a direct result of the negligence of the Company or its employees. The Company shall not be liable for any financial, economic or consequential losses of any kind that may be incurred by the Client either directly or indirectly in the performance of the Contract and the delivery of the Event. In any circumstance the maximum liability of the Company shall not exceed the value paid for the services.

### 9 Copyright

9.1 The Company will retain the ownership and sole rights to the copyright of any material produced for the purpose of training courses and no part of such material may be reproduced or transmitted in any form by any means unless so authorised by a Director of the Company.

9.2 All copyright, design rights and other intellectual property rights belonging to the parties at the onset of the Event will remain the property of the respective party. Rights in any work during the course of the Event will remain the property of the Company unless expressly agreed otherwise in writing by a Director of the Company.

### 10 Recruitment

10.1 In the event that the Client makes any offer of employment to, or arrangement to take services from any employee of the Company or any subsidiary of RTC Group PLC, then a fee equivalent to 22.5% of the starting salary (to include basic salary, bonus and benefits in kind) will become due and will be invoiced as per Clause 3.

### 11 Entire Agreement

11.1 These Terms and Conditions apply to any Event offered by the Company.

11.2 If there is any conflict between these Terms and Conditions and any others then these Terms and Conditions shall prevail unless expressly otherwise agreed in writing by a Director of the Company.

### 12 Jurisdiction

12.1 These Terms and Conditions of Business shall be interpreted in accordance with English Law and the parties agree to submit to the jurisdiction of the English Courts.