

Econsultancy Public and Bespoke Training Terms and Conditions

Introduction

1. Econsultancy, a brand owned by Centaur, is a provider of in-person training in, among other things, Digital Marketing and E-Commerce (“Training”). You may order the Training from us either online or by calling our sales team.
2. These Terms and Conditions, together with any terms and conditions stated in our order form (“Order Form”) (if applicable), govern the agreement between the provider of the Training, being the company named in the Order Form (“Centaur”, “we”, “us” and/or “our”) and You, the individual or organisation named in the Order Form or as provided to our sales team (“You” and/or “Your”).
3. In the event of inconsistency between these Terms and Conditions and the Order Form (if applicable) these Terms and Conditions shall take precedence.

Booking and Payment

4. You may book the Training on behalf of Yourself as the only participant of the Training using either the online Order ordering process (“Online Booking”) or by calling and speaking to one of our sales agents or emailing our sales agent (“Sales Booking”). If You wish to book the Training on behalf of additional participants, You will be unable to use the Online Booking and must use the Sales Booking.
5. To complete the Online Booking, You must submit your online order (using the relevant Order Form from your order on our website in accordance with the instructions set out therein. All information provided by You must be accurate. Submitting Your order for the Training, constitutes an offer by You to purchase the Training.
6. Once we receive Your order, we will confirm receipt of Your order, however, Your offer shall not be deemed accepted by us until You have received an Order confirmation (“Order Confirmation”) from us at which time the Agreement is binding between the parties.

7. If You order the Training using the Sales Booking, the Sales Agent will confirm your Order via email (also, an “Order Confirmation”).
8. Following our Order Confirmation for the Training, we will issue You with an invoice for the full price of the Training, and any applicable Venue Hire fees, as set out in the Booking Form or on our website, plus VAT as applicable (“Fee”).
9. The Fee must be paid in full to us immediately upon receipt of the invoice (under otherwise specified in the Order Form).

Venue

10. You can choose to have the Training delivered at Your business premises (“Venue”), subject to Centaur’s consent or at a venue selected by Centaur in which You will be required to pay the Fee for the venue hire, (“Hired Venue”).
11.
 - 11.1. Where the Training is at a Hired Venue, You shall be responsible and liable, at Your own cost, for the provision of the Venue and any necessary facilities requested by us to enable delivery of the Training (for example, without limitation, seating, projector, access to computers and/or the internet). You shall ensure that the Hired Venue is safe and adequate for the provision of Training to participants and shall provide Centaur with a copy of any applicable Venue Terms at least two weeks prior to the scheduled date of the Training. You and all parties employed or otherwise engaged by You shall comply with all Venue Terms relating to the Training and Your attendance at the Training.
 - 11.2. Where the Training is at a Hired Venue, You and all parties employed or otherwise engaged by You shall comply with all Venue Terms relating to the Training and Your attendance at the Training.
 - 11.3. Where the Venue is at Your business premises, You shall be responsible and liable, for any necessary

facilities requested by Centaur to enable delivery of the Training (for example, without limitation, seating, projector, access to computers and/or the internet). You shall ensure that the Venue is safe and adequate for the provision of Training. Trainers and

Training

12. You acknowledge that the persons delivering the Training (“Trainers”) are not necessarily employees of Centaur and that Centaur may, at its sole discretion, procure the services of third parties to provide any part of or all of the Training.
13. The Trainers do not represent Centaur and the views and opinions of the Trainers are not necessarily the views and opinions of Centaur and Centaur disclaims all and accepts no liability for any acts or omissions of the Trainers, or the statements they make or information that they provide.
14. We will use reasonable endeavours to ensure that any individually named Trainer(s) shall provide the relevant Training to You, but where this is not possible, we reserve the right to procure the services of suitable alternative Trainer(s), provided that we shall give You notice of any such change(s) as soon as is reasonably possible. Any such change(s) shall not constitute a breach of contract and shall not give You the right to terminate.
15. We will use reasonable endeavours to ensure that the Training shall take place on the relevant date(s) and time(s) and at the Hired Venue, as applicable, as agreed, but where this is not possible, we reserve the right to alter the date(s), and/or time(s), provided that we shall give Your notice of any such change(s) as soon as is reasonably possible. Any such change(s) shall not constitute a breach of contract and shall not give You the right to terminate.

Training Materials

16. We, as the provider of the materials used in the Training, (“Training Materials”) are the owners or licence holders of the IPRs, as defined in Clause 22 below, and nothing in these Terms and Conditions

shall be construed so as to transfer any IPRs in the Course Materials to you.

17. We hereby grant to You a limited, non-exclusive, non-transferable licence to use the Training Materials for Your own internal businesses only, and where You are an organization, to provide access to such Training Materials only to those participants within Your organisation who attend the relevant Training.
18. You shall not alter or remove any copyright notices or other notices indicating rights in the Training Materials.
19. For the avoidance of doubt, the licence granted in Clause 17 shall not permit You or anyone in Your organisation to do any of the following without our prior written consent:
 - 19.1. sub-license, rent, lease, transfer or assign any IPRs in the Training Materials, to any other person, or attempt to do any of the foregoing;
 - 19.2. disclose the Training Materials whether in part or in their entirety to any third party, including any associated or affiliated company;
 - 19.3. in any way commercially exploit any of the Training Materials; or
 - 19.4. use the Training Materials for any unlawful purpose.
20. You grant us a non-exclusive perpetual irrevocable worldwide licence to use Your name and trademarks in connection with the promotion and delivery of the Training.
21. You shall indemnify us and keep us indemnified from and against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with any claims by third parties, including for breach of Intellectual Property Rights, arising from your use of the Training Materials.
22. For the purposes of these Terms and Conditions, “IPRs” means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trademarks, service marks, logos, emblems, badges, mascots, insignia, music and sounds, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction

relating to databases, design rights and other intellectual property rights of whatever nature, registered or unregistered including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

Changes, Cancellation and Postponement (including for any Reason Outside Our Control)

23. You shall not be entitled to cancel Your booking or receive a refund of the Fee at any time after You have received an Order confirmation from us.
24. We may, at our sole discretion and without liability to You, make changes to the Training timings, schedule and/or location (provided that any change in location shall be within a reasonable distance of the location previously advertised).
25. In the event that it is necessary to cancel or postpone the Training as a result of any Reason Outside Our Control (as decided by us in our sole discretion), we will either reschedule the Training (in which case your booking and these Terms and Conditions shall apply to such rescheduled Training) or issue You a refund for the Fee, as determined by us in our sole discretion. You acknowledge that this shall constitute Your sole remedy, and our only liability to You, in such circumstances. For the purposes of these Terms and Conditions, a "Reason Outside of Our Control" means any act or event beyond a party's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, government action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, disease, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks.
26. If for reasons not covered by Clause 25 above, we have to (i) cancel the Training, or (ii) postpone the Training and the parties cannot agree to a mutually agreeable date, we will refund you the amount of the Fee. You acknowledge that

such refund shall constitute Your sole remedy, and our only liability to You, in such circumstances.

Liability

27. Nothing in these Terms and Conditions shall exclude or restrict our liability to You for death or personal injury resulting from our negligence, the negligence of our employees in the course of their employment, fraud or fraudulent misrepresentation or any other liability which cannot be excluded by law.
28. Under no circumstances shall we be liable to You for any indirect or consequential costs or losses suffered by You, whether in contract, tort or otherwise. Indirect costs and losses shall include (but not be limited to) any loss of anticipated profits, savings, business or opportunity and loss of publicity.
29. Subject to Clause 26, our maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of our obligations under these Terms and Conditions shall be limited to a sum equal to the amount of the Fee.
30. You shall indemnify us and keep us indemnified from and against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with any breach by You of these Terms and Conditions.
31. You and the organisation specified on the Order Form (if any) shall be jointly and severally liable for performance of Your obligations in accordance with these Terms and Conditions, and You hereby warrant and represent that You have all necessary authority, consents and approvals to bind such organisation (if any) to the extent set out in this n 30.

Anti-Bribery

32. We shall comply with our anti-bribery and anti-corruption policies (available to You on request) as updated from time to time.

Use of Your Information

33. We will use any personal data you provide to us in connection with your

registration and attendance at the Training in accordance with our Privacy Policy:

<https://www.centaurmedia.com/privacy>

We may share it with our employees, officers, representatives and/or sub-contractors (including without limitation our Trainers) in connection with the administration of the Training and to ensure Your notified access and dietary requirements (if any) are met. In addition, Your name and organisation may be included on a delegate list, which will be available to all attendees at the Training.

34. Where you are making Sales Booking on behalf of others attending the Training, you warrant that you have the authority to do so and shall make available to all other attendees whose personal data you may provide to us a copy of or link to our privacy policy.

Miscellaneous

35. These Terms and Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the Parties, whether written or oral, relating to its subject matter.
36. Both parties agree that they shall not have any remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions, and further that they shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.
37. We may at any time assign, transfer, mortgage, charge, subcontract, delegate or declare a trust over any or all of our rights and obligations under these Terms to or for the benefit of any person. You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under these Terms.
- 38.1 Except as expressly provided in Clause 38.2 a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third

Parties) Act 1999 to enforce any term of this agreement.

- 38.2 Your obligations under this Agreement (including any representations, warranties and undertakings) are given for the benefit of all of our Affiliates. It is intended that all of our Affiliates may enforce the benefits conferred on it under this Agreement in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.
- 38.3 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.
39. No failure or delay by us in exercising any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict our further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict our further exercise of that or any other right or remedy.
40. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 41 shall not affect the validity and enforceability of the rest of these Terms and Conditions.
41. The rights and remedies provided under these Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.
42. These Terms and Conditions, their subject matter and their formation, are governed by English law.
43. The courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising in connection with these Terms and Conditions (including any noncontractual terms). However, if You are a consumer and are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if

You are resident of Scotland, You may
also bring proceedings in Scotland.

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