



RM Training Terms and Conditions of Sale

IMPORTANT NOTES:

- A. These terms and conditions apply to all products offered by RM Training.
- B. Due to the nature of these products, these terms and conditions may differ from other terms and conditions that you may have seen, either for other products you have purchased from RM or for products you have purchased from third parties.
- C. Accordingly, you should read these terms and conditions and ensure that you have understood them in full prior to making your purchase. Placing any order for the products listed above shall be taken as unequivocal confirmation from you that you have read, understood and agree to be bound by these terms and conditions.

1. PAYMENT AND DELIVERY TERMS

- 1.1 RM will invoice upon receipt of an order. Unless otherwise notified in writing by RM, the customer shall pay all invoices within thirty days of the date of invoice. RM reserves the right to charge interest at a rate of 3% per annum above the Barclays Bank base rate ruling on any payment or any part payment overdue, calculated from the date due, to recover its expenses including legal fees and costs of collection and to suspend delivery of training.
- 1.2 All payments will be made without counterclaim or any other withholding.
- 1.3 Booked courses are only open to the employees of the customer (unless the customer has the prior written consent of RM) and are not for re-sale by the customer.

2. PRICES AND SPECIAL OFFERS

- 2.1 Unless a written quotation has been given (whereupon the price quoted will be fixed for a period of thirty days or such other period as is specified therein) the price for the service is subject to alteration without notice and the price charged will be that applicable at the date of RM's acceptance of the order. All prices are exclusive of Value Added Tax, which will be added as separate items on RM's invoice.

3. CANCELLATIONS AND REFUNDS

- 3.1 All cancellations must be in writing and sent, marked for the attention of RM Training, to RM at New Mill House, 183 Milton Park, Abingdon, Oxon, OX14 4SE or emailed to training@rm.com or faxed to 01235 826009. Cancellations received by RM 10 or more working days before the scheduled event will be offered an alternative course booking. Cancellations received by RM less than 10 working days in advance will receive no alternative course booking.
- 3.2 When RM ceases to deliver a course ordered and paid for by the customer, RM will offer the customer a full refund or course of equal value.



4. COURSE RESCHEDULING

4.1 Courses may be rescheduled only when a period of at least 10 working days exists between a request and the booked event.

5. RM'S LIABILITY

5.1 Other than for personal injury or death caused by negligence and to the extent permitted by law, neither RM nor its trainers will be liable for breach of contract, negligence or otherwise for any loss or consequential loss occasioned to any person acting, omitting to act, or refraining from acting, in reliance upon the training material or arising from or connected with any error or omission in the training material. Consequential loss shall be deemed to include, but is not limited to, any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable to any third party or any other indirect or consequential losses.

6. DATA PROTECTION

6.1 The information that you provide about you or your educational institution to RM will be used by RM for the effective administration of its services and to communicate with you generally. Your details will only be disclosed outside of RM to RM's partners who help in the delivery of those services.

7. CHANGES TO THESE TERMS AND CONDITIONS

RM may add to or change these terms and conditions at any time without prior notice. Changes will be effective immediately and you will be deemed to have accepted any change if you order training after that time.

8. INCONSISTENCIES

Please note that these terms are not intended to replace or modify those contained in an existing and current agreement with RM. In case of an inconsistency, the terms and conditions of your written agreement will prevail over those contained herein.

9. GOVERNING LAW

9.1 These terms and conditions shall be governed by the laws of England and Wales.

Please direct any legal questions to:

Legal Division
RM Education plc
New Mill House
183 Milton Park
Abingdon
OX14 4SE