

1. General Application

These terms and conditions (**Terms**) apply to all contracts between PMI and Client in relation to the provision of Services to Client by PMI. These Terms prevail over any terms and conditions of Client which it seeks to impose or incorporate or which are implied by law, trade custom, practice or course of dealing.

1.2 CONSUMER CONTRACTS : Nothing in these Terms shall affect the statutory rights of a consumer.

2. Definitions and Interpretation

2.1 In this Agreement, unless the context otherwise requires, the following words have these meanings :

Agreement means the agreement between PMI and Client for PMI to provide Services to Client in accordance with these Terms, the Details and the Statement of Work where applicable.

Client means the person or entity who purchases Services from PMI.

Data Protection Legislation means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.

Deliverable(s) means Documents, products, materials, work, specifications and solutions developed for Client by PMI in the provision of the Services and which may be more particularly set out in the Details.

Details means the Details document which describes the Services and Deliverable(s) to be supplied by PMI, the Fee, the date payment of the Fee is due by, any dates by which the Services and Deliverable(s) are to be provided if relevant, the location of where any Services and Deliverables(s) are to be carried out if relevant and the term of the Agreement if relevant.

Documents includes in addition to any document in writing, any drawing, map, plan, schematic, diagram, design, picture or other image, however recorded and preserved embodying information in any form.

Fee means the fee for the Services specified in the Details or otherwise agreed between the parties.

Intellectual Property Rights means the Documents, patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names, domain names, goodwill, the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

PMI means Process Management International Limited (company number 02541912) or The PMI & EG Group Limited (company number 07007078).

Public Training Seminar means the provision by PMI to Client of a seminar, course, programme, webinar and e-Learning as published in PMIs public learning catalogue (including related Documents).

Services means the services to be provided to Client by PMI (including a Public Training Seminar) that may be more particularly set out in the Details as modified by agreement of the parties from time to time.

Statement of Work means a cover sheet to be signed by Client and PMI which encloses the Details.

2.2 References to clauses (except where the context otherwise requires) are references to the clauses referred to herein. Any reference in these Terms to a provision or statute shall be construed as a reference to that provision as amended or re-enacted from time to time.

3. Basis of Agreement

3.1 The Details constitute an offer by Client to purchase the Services in accordance with these Terms.

3.2 The Details shall only be deemed to be accepted when PMI issues written acceptance of the Details to Client or by countersigning the Statement of Work at which point and on which date the Agreement shall come into existence.

3.3 Any quotation given by PMI shall not constitute an offer and is only valid for a period of 20 business days from its date of issue.

4. Services and Appointment

4.1 PMI are appointed on a non-exclusive basis and nothing in the Agreement shall prevent PMI from contracting or dealing with any other clients in relation to the Services or similar services.

4.2 Client must obtain and provide all necessary licences, permissions, approvals and personal protective equipment, if any, required for the carrying out of the Services, other than those held by PMI for the conduct of its business.

4.3 Login / registration details provided by PMI are exclusively for use of a named registered delegate. Login details must not be shared at any time.

5. Payment

5.1 Client will pay the Fee to PMI at the times and in the manner outlined in this Agreement and/or the Details. Time for payment shall be of the essence and PMI may suspend or cancel its carrying out of the Services without liability if the Fee is not paid when due.

5.2 Unless otherwise stated the Fee is exclusive of VAT and all other taxes, duties and charges, and Client shall be liable for such VAT, taxes, duties or charges which will be payable to appropriate authority.

5.3 If a fixed fee is specified in the Details, that fee is only applicable to the provision of the Services. PMI will charge for any additional work in the amount and manner agreed in writing by the parties, or if not so agreed, at PMI's then current standard hourly rates.

5.4 All approved expenses incurred by PMI in the performance of the Services will be fully reimbursed by Client. On Client request prior to payment, PMI shall provide receipts for such

expense claims. Expenses shall include travelling expenses, hotel costs, subsistence and any associated expenses.

- 5.5 Expenses and disbursements will be invoiced at the same time as fee invoices.
- 5.6 Subject to Clause 5.7, Client must pay in full and cleared funds all amounts owing under this Agreement within 30 days of receipt of the relevant PMI invoice.
- 5.7 Public Training Seminars: Client shall pay the Fee in full and cleared funds for Public Training Seminars 10 business days prior to the scheduled commencement date of the relevant Public Training Seminar or by the due date shown on the sales invoice. Non-receipt of any part of the Fee by the time stated will result in Client being unable to attend the event.
- 5.8 Handling Fee: Where payment is made by credit card or debit card a further 2% in addition is payable by Client as a handling fee.
- 5.9 Interest: PMI may charge interest at 1% per month on all overdue amounts.
- 5.10 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Confidential Information and Data

- 6.1 In providing the Services, both PMI and Client shall take all reasonable measures and precautions to safeguard any confidential information and data in its possession concerning the affairs of the other and in any event such measures and precautions shall be no less stringent than operated from time to time by that party in respect of data concerning its own internal affairs.
- 6.2 Client and PMI undertake that they shall not at any time disclose to any person any confidential information concerning the business, affairs, customers or suppliers of the other except to their respective employees, officers, representatives, contractors or subcontractors who need to know such information to carry out obligations under this Agreement or except as required by law, a court of competent jurisdiction or any governmental or regulatory body.
- 6.3 On termination of this Agreement or demand by any disclosing party, all confidential information supplied to a recipient by or on behalf of a disclosing party is to be returned to the disclosing party or destroyed as directed by the disclosing party.
- 6.4 All personal data that PMI may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and Client rights thereunder.
- 6.5 For complete details of PMI's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Client rights and how to exercise them, and personal data sharing (where applicable), please refer to PMI's Data Protection Policy.

7. Intellectual Property

- 7.1 Client acknowledges that title to and all Intellectual Property Rights in all existing PMI Documents and other materials will remain with PMI.
- 7.2 The Intellectual Property Rights generated or used by PMI in the course of the provision of the Services shall be and remain vested in PMI.
- 7.3 Subject to PMI receiving the payment in full and cleared funds of all amounts owing under this Agreement, PMI grants Client a fully paid-up, worldwide, non-exclusive, royalty-free, non-

transferable licence to use and modify specified PMI Intellectual Property Rights for the purposes of utilising the Services only.

- 7.4 Client shall not use the PMI's Intellectual Property Rights for any other purpose (including sub-licensing, assignment or transfers) without the prior written consent of PMI and upon such terms as may be agreed by PMI. PMI shall not be liable for the use by any person of PMI's Intellectual Property Rights for any other purpose other than that for which the same were prepared by or on behalf of PMI.
- 7.5 Unauthorised recording, copying, or transmission of PMI's Intellectual Property Rights is strictly prohibited.

8. Service Warranty

- 8.1 PMI shall exercise reasonable skill and care in the provision of the Services and warrants that the Services will be provided to Client by competent personnel. PMI warrants that it has not infringed any person's Intellectual Property Rights in the provision of the Services and will not knowingly provide Services that infringe any other Intellectual Property Rights or any third party rights.

9. Limitation Of Liability

- 9.1 PMI bears unlimited liability for death or personal injury arising from any negligence incurred while PMI is performing the Services.
- 9.2 PMI will not be liable either in contract, tort (including negligence), misrepresentation, restitution or otherwise for direct or indirect loss of profits, loss of sales or business, loss of agreements or contracts, use or corruption of software, data or information, damage to goodwill or loss of anticipated savings, nor for any indirect or consequential loss or damage arising from this Agreement (even if PMI has been advised of the possibility of such damages) for which Client pays, suffers or is liable.
- 9.3 The liability of PMI for all claims in aggregate for any loss suffered by Client (except for those losses with unlimited liability under clause 9 or losses excluded under clause 9.2) for any cause of action will be limited to the extent permitted by law to £5,000,000 under this Agreement.
- 9.4 Nothing in this clause 9 shall limit Client's payment obligations under this Agreement.

10. Term and Termination

- 10.1 This Agreement will terminate in accordance with the term specified in the Details (unless the parties agree in writing to extend the term) or following conclusion of the Services unless this Agreement is terminated in accordance with clause 10.2.
- 10.2 Either party may terminate the Agreement by written notice to the other party if (a) in the reasonable opinion of the non-breaching party, the breaching party is in breach of its obligations under the Agreement and fails to remedy that breach within 21 days of being requested in writing by the non-breaching party to do so; or (b) an order is made or a resolution is passed for the winding-up of the other party, or an order is made for the appointment of an administrator or receiver or circumstances arise which entitle a court of

competent jurisdiction to make any such order of the other party.

10.3 Client must pay PMI for all Services rendered and expenses incurred up to the date of termination including interest and return all Documents which have not been fully paid for.

10.4 Clauses, 6, 6, 7, 9 and 10.2 of this Agreement survive the termination or expiration of this Agreement.

11. Cancellation

11.1 In the event of cancellation and/or postponement (**Cancellation**) by Client (subject to 11.2), PMI reserves the right to charge Client the following:

15% of the total Fee payable for Services if Cancellation is received by PMI in writing more than two calendar months prior to the scheduled date of commencement of the Deliverable(s);

40% of the total Fee payable for Services if Cancellation is received by PMI in writing more than one calendar month, but less than two calendar months prior to the scheduled date of commencement of the Deliverable(s);

75% of the total Fee payable for Services if Cancellation is received by PMI in writing not more than one calendar month prior to the scheduled date of commencement of the Deliverable(s); and

(d) 100% of the total Fee payable for Services if cancellation is received by PMI in writing not more than two weeks prior to the scheduled date of commencement of the Deliverable(s);

11.2 Public Training Seminar Cancellation/Postponement

	More than 60 days before the course	31 - 60 days (before the course)	0 - 30 days (before the course)
Cancellation:			
All Events	50%	100%	100%
Transfer			
10 Day Event	No charge	£450	£600
8 Day Event	No charge	£450	£600
5 Day Event	No charge	£350	£450
4 Day Event	No charge	£350	£450
3 Day Event	No charge	£250	£310
2 Day Event	No charge	£175	£275
1 Day Event	No charge	£150	£200

11.3 Client may substitute a named participant in a Public Training Seminar for free, subject to the new course participant complying with course requirements (including pre-requisites). If the online materials have been used a transfer fee will apply.

11.4 If Client makes a transfer request of a Public Training Seminar where a public course delegate requests to change course dates from one course to another, it must reschedule within 12 months of the original scheduled dates in order to benefit from the transfer fee terms; otherwise the Cancellation terms will apply.

11.5 Payment should be received by PMI prior to attending the Public Training Seminar. Failure to complete payment in advance could result in Client's place being reallocated

11.6 In case a transfer to another Public Training Seminar is requested, where PMI is not at fault a transfer fee will be applied.

12. Relationship

12.1 Client and PMI agree that their relationship is one of principal and independent contractor and not of agency, partnership or employment.

13. Assignment

13.1 A party may not assign or otherwise deal with their rights and obligations under this Agreement without the prior written consent of each other party.

14. Notices

14.1 Notices under this Agreement must be in English and in legible writing and must be delivered to the address specified for each party in the Details or as otherwise notified by that party.

15. Force Majeure

15.1 Neither party shall be liable to the other for any failure to perform or delay in performance of its obligations under this Agreement caused by an act of God, war, civil disturbance, acts of terrorism, the act of any government or authority (including revocation of any licence or consent), fire, flooding, explosion, natural disasters or other events beyond its reasonable control. Should such an event of force majeure continue for longer than one month, the party adversely affected may terminate this Agreement immediately without further liability other than those liabilities which had already accrued at the date of termination.

16. Applicable Law

16.1 The laws of England apply to this Agreement and the parties submit to the exclusive jurisdiction of the English Courts.

17. General

17.1 This Agreement constitutes the entire Agreement between the parties and supersedes all prior representations, agreements, statements and understandings whether verbal or in writing.

17.2 This Agreement may not be changed or modified in any way after it has been signed, except in writing signed by or on behalf of the parties.

17.3 The failure of either party to assert any of its rights hereunder, including the right to terminate this Agreement for cause, shall not be deemed to constitute a waiver by that party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

17.4 Any provision of this Agreement which is or becomes illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability and will not invalidate the remaining provisions.

17.5 Nothing in this Agreement is intended to give any enforceable rights to any third party.

17.6 Except as set out in this Agreement, no variation shall be effective unless it is in writing and signed by Client and PMI.

17.7 Client and PMI acknowledge that in entering into this Agreement they do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Client and PMI agree that they shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.