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**Schaeffler (UK) Ltd****Terms and Conditions for Training Courses****1. Booking procedure**

- 1.1 All bookings placed with Schaeffler (UK) Ltd are made in accordance with these Terms and Conditions ("Terms"). Schaeffler (UK) Ltd is a private limited company registered in the UK under number 00556493 and whose registered office is situated at Forge Lane, Minworth, Sutton Coldfield, West Midlands B76 1AP ("Schaeffler").
- 1.2 These Terms apply to the exclusion of any other terms that you seek to impose or incorporate or which are implied by trade, custom, practice or course of dealing. All bookings placed with Schaeffler (UK) Ltd are made in accordance with these Terms and Conditions ("Terms"). Schaeffler (UK) Ltd is a private limited company registered in the UK under number 00556493 and whose registered office is situated at Forge Lane, Minworth, Sutton Coldfield, West Midlands B76 1AP ("Schaeffler").
- 1.3 A course can be booked by completing a booking form that can be downloaded from our website ([www.schaeffler.com](http://www.schaeffler.com)) or it can be found at the back of the Training Brochure. Please send the completed booking form by scanning and e-mailing it to [info.uk@schaeffler.com](mailto:info.uk@schaeffler.com) or by post to:
- Schaeffler (UK) Ltd  
Forge Lane  
Minworth  
Sutton Coldfield  
West Midlands  
B76 1AP
- 1.4 You can also make a booking by telephone: +44 (0)121 313 5870 provided always that you must also send a completed booking form to Schaeffler.
- 1.5 We will require a minimum of four delegates booked onto each course in order for any course to run. Once the minimum number of delegates has been reached you will be invoiced and payment will be required within 7 days of the date of the invoice or prior to the date of the training (whichever is sooner). If the minimum number of delegates is not reached 2 weeks prior to the start of the relevant course you will be notified by Schaeffler and the course will not proceed.

**2. Payment**

- 2.1 Payment must be received by Schaeffler in cleared funds in advance of the training course in accordance with the requirements of clause 1.5. If you are not an accounted customer of Schaeffler payment can be made through:
- 2.1.1 Cheque made payable to "Schaeffler (UK) Ltd"; or
- 2.1.2 BACS payee "Schaeffler (UK) Ltd" : Natwest Account Number 39180433 : Sort Code 60-00-01
- 2.2 Please note that we cannot accept any credit card payments.
- 2.3 For the avoidance of doubt a delegate will not be permitted to attend any course until the invoice has been paid in full (in cleared funds) not less than 24 hours prior to the date of relevant course.

**3. Fees**

- 3.1 All Schaeffler training courses listed in the brochure are subject to VAT at the current rate.
- 3.2 Course fees, when the course is held on Schaeffler's premises, shall include tuition on the day(s), all relevant course materials, a buffet lunch and refreshments.
- 3.3 Discounts may be available upon written request to Schaeffler for bookings of 5 or more delegates and for authorised distributors. Unless any discount is confirmed in writing by Schaeffler then no discount whatsoever shall be applied.

#### **4. Special Requirements**

Schaeffler will make a reasonable effort to accommodate any special requirements that have been notified by you in writing in advance of any course provided always that there shall be no requirement for Schaeffler to accommodate any such request if it could result in Schaeffler incurring any cost, expense or liability unless you have agreed to incur and pay for any such additional cost, expense or liability.

#### **5. Joining Instructions**

- 5.1 Schaeffler will issue joining instructions which include a brief outline of the day, venue details, map and local hotels approximately two weeks prior to the date of the relevant course. If you have not received your joining instructions five days prior to the training course, please e-mail us or call +44 (0)121 313 5870.
- 5.2 For the avoidance of doubt Schaeffler will not be held responsible for non-receipt of joining instructions and refunds (part or full) will not be issued under any such circumstances.

#### **6. Venues**

Details of the specific venue for the training course will be sent to you in the joining instructions issued pursuant to clause 5.1. If you have not received the venue details five days prior to the training course, please e-mail us or call +44 (0)121 313 5870.

#### **7. Dress code**

Unless otherwise specified in any material issued to you by Schaeffler there is no formal dress code for any a training course. Nevertheless, most participants choose to wear smart casual clothing. Also, due to variable temperatures of air conditioned rooms, it is advisable that you wear layers.

#### **8. Course transfers**

- 8.1 There is no charge for transferring your booking to the same course on an alternative date provided that you notify Schaeffler in writing up to 21 days before the start of the relevant course. a Transfers will only be permitted if there is suitable availability on an alternative date.
- 8.2 No refund will be made in the event of Schaeffler failing to fulfil a request to transfer to an alternative date.
- 8.3 No more than one transfer will be allowed in any event.
- 8.4 All requests to transfer a course must be made in writing to Schaeffler and can be sent by e-mail to [info.uk@schaeffler.com](mailto:info.uk@schaeffler.com) or by post (to the address specified in clause 1.2) within the timescales set out in clause 8.1.

#### **9. Cancelling your place**

- 9.1 Any cancellation must be notified by you to Schaeffler in writing by letter or e-mail not less than 2 weeks before the start date of a course, you will not be charged by Schaeffler.
- 9.2 If you withdraw for whatever reason within 14 days' prior to the date of the training course the full fee will remain payable by you even if you are unable to nominate a substitute attendee. Details of any substitutions should be received by Schaeffler at least 24 hours prior to the course start date.

#### **10. Non-attendance**

If you fail to attend the course on which you are booked for whatever reason and have not given prior notice to Schaeffler in accordance with clause 9.1 then the course fee will remain payable in full and no transfer will be allowed.

#### **11. Cancellation by Schaeffler (UK) Ltd**

- 11.1 Where circumstances dictate, Schaeffler reserves the right to alter published programmes, trainers, fees or venues without prior notice.

- 11.2 In the event of a course being cancelled, a refund of the course fee will be made but no compensation whatsoever will be paid for any additional costs, expenses, liabilities or damages that may be incurred by you.

## **12. Instructor's Expenses**

For all courses held at customer's premises, the instructor's travelling, accommodation and subsistence expenses will be charged to the client. These costs and expenses will be agreed with you before any invoice is issued.

## **13. Intellectual Property Rights**

All copyright and any other intellectual property rights in all the material that Schaeffler prepare for use prior to or during the course, shall be and remain vested in Schaeffler. You cannot duplicate or use any materials given to you by Schaeffler for distribution to others by electronic or other means.

## **14. Limitation of Liability**

- 14.1 To the extent permitted by law neither Schaeffler (UK) Ltd nor any of its employees, agents, contractors or presenters will be liable under these Terms for any loss (actual or contingent) or consequential loss occasioned to any person acting omitting to act or refraining from acting in reliance upon the course material or presentation of the course. Consequential losses 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 indirect or consequential losses.
- 14.2 Notwithstanding the provisions of clause 14.1 Schaeffler's total liability to you in respect of all or any losses arising under or in connection with these Terms whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the course fees paid by you to Schaeffler.
- 14.3 Nothing in this clause 14 shall be deemed to exclude or limit Schaeffler's nor its presenter's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

## **15. Force Majeure**

Schaeffler shall not be liable for any failure to perform or delay in the performance of any of its obligations under these Terms caused by any act of God, war, terrorism, military action, strike, lockout, industrial action, fire, flood, drought, tempest, failure of a utility service or transport network or any other circumstances beyond the reasonable control of Schaeffler.

## **16. Third Party Rights**

A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

## **17. Variation**

No variation of these Terms or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## **18. Notice**

- 18.1 Any notice, invoice or other communication which either party is required by these Terms to serve on the other party shall be sufficiently served if sent to the other party at its specified address.
- 18.1.1 by hand;
- 18.1.2 by registered or first class post or recorded delivery; or
- 18.1.3 by e-mail.

18.2 Notices are deemed to have been delivered as follows:

18.2.1 Notices delivered by hand shall be deemed to have been served on the day of delivery;

18.2.2 Notices sent by registered post or recorded delivery shall be deemed to be served three (business days following the day of posting;

18.2.3 Notices sent by e-mail shall be deemed to have been served on the first business day after the date on which the e-mail was sent provided always the sender must have a valid receipt recording the date and time the e-mail was sent.

18.3 For the avoidance of doubt the reference to business days in clause 18.2 shall mean a day other than a Saturday, Sunday or public holiday in England or Wales when banks in London are open for business.

## **19. Entire Agreement**

These Terms contain the whole contract between the parties and supersedes and replace any prior written or oral contracts, representations or understandings between them. You acknowledge confirm that you have not entered into this contract on the basis of any representation that is not expressly incorporated into these Terms. Nothing in these Terms excludes liability for fraud.

## **20. Severance**

If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms.

## **21. Governing Law and Jurisdiction**

21.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

21.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with this Contract or the legal relationships established by these Terms.

March 2013