

Schedule 4 – APIL training courses and one-day conferences

This schedule contains additional terms and conditions which apply to APIL's training courses and one-day conferences ('the event') purchased from APIL by the Customer. This schedule forms part of the Contract.

Definitions

Booking form

means the form which must be completed by the Customer and returned to APIL to book a place at the Event

Event Pack

means the materials and documentation issued by APIL to Delegates at the Event

Delegates

means the individuals who attend the Event

Event

means the event, meeting, conference, convention, seminar, symposium or forum organised by APIL

Event Date

means the date(s) set out in the Contract upon which the Event takes place

Intellectual Property

means all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information

PDF Version

means any document made available in a "static format" digital issue

Trainer

means the individual who delivers the Event on behalf of APIL

Venue

means the location where the Event will take place.

1. Payment

- 1.1 The price for the Event is stated on APIL's booking form.
- 1.2 Payment of the Price in full must be sent to APIL with the Customer's booking form and in any event in advance of the event.
- 1.3 Notice of special dietary requirements should be given in writing to APIL before the Event takes place and APIL reserves the right to charge an additional price and will notify the Customer accordingly.

2. Cancellation and variation by APIL

- 2.1 APIL reserves the right to vary the Venue of the Event.
- 2.2 APIL reserves the right to cancel the Event. In the event of cancellation APIL will invite the Customer to attend an equivalent event, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.
- 2.3 APIL reserves the right to arrange an alternative date for the Event. In such an event APIL will invite the Customer to attend an equivalent event, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.

2.4 APIL shall not be liable for any other loss or expense arising as a result of either the cancellation or variation of the event or venue in accordance with clauses 2.1, 2.2 or 2.3 of this Schedule.

3. Cancellation, Transfers and Substitutions by the customer

3.1 Subject to clause 3.8 of this Schedule notice of cancellation of this contract must be made in writing to APIL and be received by APIL at least 11 (eleven) Business Days before the Event date.

3.2 No refund of the Price will be given where the Customer cancels the contract 10 (ten) Business Days or fewer before the Event date.

3.3 No refund of the Price will be given where the Customer fails to attend the Event.

3.4 Where the Customer is unable to attend the Event, APIL will accept a substitute delegate at no extra charge provided the substitute delegate is an APIL member.

3.5 Where the substitute delegate is not an APIL member, payment of the difference between the APIL delegate fee and non-member delegate fee must be received by APIL prior to the Event date.

3.6 Subject to clauses 3.7 and 3.8 of this Schedule notice of a request to transfer the Customer to an alternative Event must be made in writing and received by APIL at least 11 (eleven) Business Days before the Event date which is the subject of this Contract.

3.7 APIL reserves the right to refuse the Customer's request to transfer to an alternative Event.

3.8 Where the Customer cancels the contract in accordance with clause 3.1 of this Schedule or is transferred to an alternative Event following notice given in accordance with clause 3.6 of this Schedule, the Customer will be liable to pay a cancellation fee of £25.00 plus VAT.

4 General

4.1 All Intellectual Property associated with the Event shall remain vested in the owner be it APL, its Trainers or others identified within the Event Pack.

4.2 The Event Pack will be distributed to delegates on the Event date. A PDF Version of the Event Pack will be distributed either before or after the Event Date.

4.3 In the event that APIL is notified by the customer of special dietary requirements for the Event, APIL reserves the right to charge an additional price and will notify the Customer accordingly.

5. Behaviour

5.1 APIL reserves the right to remove any delegate from an Event whose behaviour is deemed inappropriate by APIL or its trainers. Behaviour deemed inappropriate includes, but is not limited to: anything that could be interpreted as self-publicity,

advertising, selling or soliciting; drunkenness or any unlawful conduct. In these circumstances, APIL will neither refund the Price nor reimburse any other costs.

6. Force Majeure

- 6.1 APIL shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

7. Conflict

- 7.1 If there is a conflict between the terms contained in this Schedule and the Main Contract Terms and Conditions, this Schedule shall prevail.