

TERMS & CONDITIONS

1. The purpose of these terms and conditions is to establish a contract between the parties (described below), in connection with the delivery of training services and goods.
2. These terms and conditions are between Careline Commercial Services Ltd (CCSL) and the Customer. These replace any previous terms and conditions of CARELINE COMMERCIAL SERVICES LTD (CCSL) and are the complete and only terms and conditions between the parties. All dealings between Careline Commercial Services Ltd (CCSL) and the Customer shall be governed by these terms and conditions which shall prevail over any others.
 - a. CCSL shall include Careline School and
 - b. services offered via the web sites www.carelineschool.co.uk,
3. The address for notices to CSL shall be, by post, to: CARELINE COMMERCIAL SERVICES LIMITED, 14 OWEN GARDENS, GWYNNE PARK, WOODFORD BRIDGE, ESSEX, IG8 8DJ (Company No. 05903504). The address used by CCSL, for notices, shall be the payment address notified to CCSL at the time of the order being made.
4. A binding contract will be formed when Careline Commercial Services Ltd (CCSL) accept a Customer's order for goods or services (the "Contract"). An invoice will be dispatched prior performance of the services and shall be payable 7 Days prior to commencement of training (subject to paragraph 5).
5. A customer may choose to divide the total payment by installments, provided that:
 - a. The payment is made in full,
 - b. The payment is made in equal installments,
 - c. The customer shall ensure that the first payment is paid on or before the course date,
 - d. The total number of installments is agreed in writing, by CCSL and that,
 - e. By accepting payment by standing order the customer acknowledges that the payment is being made in full and (except for reasons of a cancellation by CCSL) without credit or rebate.
 - f. Should a bank or building society dishonor or otherwise fail to pay a standing order or direct debit, the customer warrants to pay the amount due to CCSL, in full, on demand.
 - g. Where a Customer choose to pay the invoice by direct debit or standing order, the order shall not be cancelled, varied or revoked by the customer, without prior written consent of CCSL and only then , provided that the customer warrants to pay the remaining amount due to CCSL, in full, on demand.
6. On written request, and with proof acceptable to CCSL, the contract may be terminated by CCSL immediately upon the death or serious injury of customer (or following the death or serious injury to the partner or dependent of the customer).
7. A copy of these terms and conditions will be displayed on the internet at www.carelineschool.co.uk and <http://www.ccsluk.com> and dispatched with invoices. If the Customer has not had prior sight of them and reasonably objects to any of these terms and conditions, the Customer shall be entitled to notify such objection to CSL within 7 days of first sight (failing which these terms and conditions will be deemed to have been accepted) and, provided a solution to the objection cannot be reached between the parties, cancel the Contract without penalty after 7 days of such notification.
8. If the Client notifies Careline Commercial Services Ltd (CCSL) in writing of an intention to cancel any course booking (provided the full course fee has been paid) more than 2 weeks prior to the commencement date a full refund shall be given, within 1-2 weeks of the commencement date a refund of 50% shall be given and less than 1 week prior to the commencement date no refund shall be given. No refund shall be given if a delegate does not attend and the full course fee shall remain payable.
9. Unless specified, Value Added Tax will not be included in any price and will be charged at the rate in force at the time of quotation.
10. Interest on overdue invoices may be applied to the outstanding balance, charged (at the discretion of CCSL) at 2% above the Bank of England base rate, until the full debt has been cleared into the account of CCSL. Further, the Customer agrees to pay any reasonable expenses incurred by Careline Commercial Services Ltd (CCSL) in pursuing any outstanding debt or debts due from the Customer. Where relevant interest shall be charged pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
11. Careline Commercial Services Ltd (CCSL) shall not be liable to the Customer by any failure to perform obligations under the Contract if the failure is due to any cause beyond CCSL reasonable control.
12. Careline Commercial Services Ltd (CCSL) reserves the right to cancel and/or amend course dates, times, content. Speakers and venues. Every effort will be made to give the Customer as much notice as possible and offer a reasonable alternative. If these are not satisfactory, Careline Commercial Services Ltd (CCSL) shall refund in full the price of the course. No further compensation will be given.
13. Whilst every effort has been made to ensure the accuracy of the information contained in the publications, CCSL shall not be liable for any inaccuracies or for any subsequent mistreatment of any person or property, however caused. Careline Commercial Services Ltd (CCSL) reserves the right to remove or amend any part of its publications without prior notice or consultation.
14. To protect the copyright of undisclosed third parties (for example, but not restricted to, suppliers to CCSL), except with the prior written consent of the originator, all reference material is supplied by CCSL for the purposes of academic study only and this right is non transferable. The customer may not copy,

sell, donate, lend or otherwise supply to another person or entity, any reference material that is supplied by CCSL. Reference material shall include, but is not limited to any written material, digital image, DVD, CDrom, video or book.

- a. Further, where the customer, in pursuit of the own research, provides material to other students on a CCSL course, the customer shall ensure that they have obtained the appropriate rights to distribute the reference material AND shall indemnify CCSL against any liability for unlawful use of same.
15. The Customer shall indemnify Careline Commercial Services Ltd (CCSL) for any loss or expenses caused as a result of providing inaccurate information to CCSL, mistakes contained within the Customer's order, changes to the Contract requested by the Customer, the cancellation of the Contract by the Customer or breach of the Contract by the Customer (subject to Careline Commercial Services Ltd (CCSL) using all reasonable endeavours to minimize such loss).
16. The customer shall be personally liable for any act (or omission) that shall prejudice or put at risk, the safety of others present on the course.
17. The Customer and CCSL shall be obliged to conduct themselves in a professional manner in all their transactions (and in transactions with others connected to the course, such as other students and tutors). Further, where the content of a course is accredited, the Customer shall be required to abide by any duties or ethical practices, imposed by the accreditation body. Where the customer is removed from a course by reason of this paragraph and in accordance with the written procedures, no rebate shall be due to the customer.
18. The Customer shall not be entitled to set-off or deduct any amount from any invoice unless otherwise agreed by CCSL.
19. If the Customer becomes bankrupt or enters into liquidation, administration or administrative receivership or has a receiver of any of its assets appointed (or ceases or threatens to cease carrying on business) Careline Commercial Services Ltd (CCSL) shall be entitled to cancel any outstanding Contract(s) and/or suspend further deliveries or services without liability to the Customer and any sums outstanding shall become immediately due.
20. In the event of any breach of these terms, the total liability due to any customer, by CCSL, shall be limited to the total amount paid by the customer. This paragraph shall not apply in the event of any breach of health and safety.
21. Any dispute which cannot be resolved between the parties should be referred to the decision of a sole arbitrator to be agreed between the parties or, in default of agreement, appointed at the request of either party by the President of the Chartered Institute of Arbitrators. Arbitration shall take place in accordance with the Arbitration Act 1996, with costs met by each party until determined otherwise.
22. These terms may be varied by CCSL, with five days notice.
23. These terms and conditions shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.
24. In the event that one or more clauses of these terms and conditions become invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be affected.