

TERMS AND CONDITIONS OF BUSINESS

These terms (together with the documents referred to in here) are the terms and conditions on which **The Entrepreneurs' Business Academy** (we, us and ours) supply to you any of the courses and supporting materials (Courses) or the seminars or events listed on our website <http://www.the-eba.com> (our site) and represented by our most current promotional literature.

Please read these terms and conditions carefully before ordering any Courses from our site.

You should understand that by ordering any of our Courses, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

1. Information about The Entrepreneurs' Business Academy

1.1) <http://www.the-eba.com> is a site operated by The Entrepreneurs' Business Academy which is a trading name for Entrepreneurial Business Academy Limited.

We are registered in England and Wales under company number 6959814 and EBA's registered office is the same as its trading address:

*Hill House, 2 Heron Square
Richmond upon-Thames
TW9 1EP*

1.2) We are a training organisation. We are not an agency.

2. Your Status

By placing an order through our site, you warrant that:

a) You are legally capable of entering into binding contracts; and

b) You are at least 18 years old.

3. How the contract is formed between you and us

3.1) After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to 'buy' a Course. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Course you have ordered has been agreed (Confirmation).

The contract between us (Contract) will only be formed once we have sent you the Confirmation.

- 3.2) The Contract will relate only to those Courses which we have confirmed in the Confirmation. We will not be obliged to supply any other Courses which may have been part of your order until we have confirmed in a separate Confirmation.

4. Consumer Rights

- 4.1) You may transfer to an alternative seminar within 6 months of the original date without charge, unless it is within two weeks of the original agreed Course date, in which event a transfer fee of £50 plus VAT per training day will be payable by you in advance of the new Course date.
- 4.2) The provisions of this clause 4 do not affect your statutory rights.

5. Risk and Title

- 5.1) The Course materials we send to you following dispatch of the Confirmation will be at your risk from the time of delivery. Ownership of the Course materials will only pass to you when we receive full payment of all sums due in respect of the relevant Courses.
- 5.2) Your ability to attend the Courses you have ordered and we have confirmed in the Confirmation, will be at your risk from the time of dispatch of the Confirmation. Your entitlement to attend the Course will only arise when we have dispatched the Confirmation and received full payment of all sums due in respect of the Courses from you.

6. Price and Payment

- 6.1) The price of any Course will be as quoted on our site from time to time or on our promotional literature, except in cases of obvious error.
- 6.2) Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Confirmation.
- 6.3) Our site and promotional literature refer to a number of Courses and it is always possible that, despite our best efforts, some of the Courses listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Course's correct price is less than our stated price, we will charge the lower amount when dispatching the Confirmation to you. If a Course's correct price is higher than the price stated on our site or in our promotional literature, we will normally, at our discretion, either contact you for instructions before dispatching the Confirmation, or reject your order and notify you of such rejection.

- 6.4) We are under no obligation to provide the Course to you at the incorrect (lower) price, even after we have sent you a Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 6.5) Payment for all Courses must be by credit or debit card, cheques, BACS or CHAPS transfer and received by us in cleared funds prior to your attendance on the relevant Course. We accept payment with Visa, MasterCard and Amex. We will not charge your credit or debit card until we despatch the Confirmation.
- 6.6) We are not liable for any price differences that may arise as a result of delegates booking. Courses with us at different times or subject to different promotions from time to time.
- 6.7) The period for which any special offer remains valid will be set out in the relevant promotional literature.

7. Our Refunds Policy

- 7.1) All 'Total Business Mastery' One-Day Seminar tickets are non-refundable.
- 7.2) All deposits and Course fees are non-refundable.

8. Our Liability

- 8.1) We warrant to you that any Course and Course materials purchased from us through our site is of satisfactory quality and reasonably fit for the purpose for which the Course and Course materials are supplied.
- 8.2) You should notify us in the manner as provided for in clause 10 below if you are unhappy with any part of a Course within 30 days of your attendance on such Course.
- 8.3) Our aggregate liability for the losses you suffer as a result of us breaking the Contract is strictly limited to the fees you have paid to us for the Course(s) which you have purchased.
- 8.4) The provision of this clause 8 and clause 12 do not include or limit in any way our liability:
- a) for death or personal injury caused by our negligence;
 - b) under section 2(3) of the Consumer Protection Act 1987;
 - c) for fraud or fraudulent misrepresentation; or
 - d) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 8.5) Your success in building any business is dependent on a number of factors. We give no guarantee that by attending and/or completing any Course, event or seminar you will

experience success in any business or activity that you may carry on following our Courses, events or seminars.

- 8.6) James Caan contributes to and approves all content and speakers on the course and seminars, but may not be able to make a personal appearance at every seminar or event.
- 8.7) We are not responsible for any indirect losses which happen as a side effect of the main loss or damage, including but not limited to loss of income or revenue, loss of business, loss of profits, contracts or potential contracts or loss of anticipated savings.
- 8.8) We are not liable for additional costs you incur due to any changes in the Courses, their content, venues or trainers. Every effort will be made to provide reasonable notice where possible.

9. Written Communications

When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website.

You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

10. Notices

10.1) All notices given by you to us must be given in writing to:

The Entrepreneurs' Business Academy
Hill House, 2 Heron Square
Richmond upon-Thames
TW9 1EP.

- 10.2) We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 9.
- 10.3) Any notice by you will be deemed received and properly served three days after the posting of the letter containing such a notice.
- 10.4) Any notice by us will be deemed received and properly served immediately when posted on our site, 24 hours after an e-mail is sent, or three days after the date of posting of the letter containing such notice.

10.5) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

11. Transfer of Rights and Obligations

11.1) The Contract between you and us is binding on you and us and on our respective successors and assigns.

11.2) You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

11.3) We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

12. Events outside our Control

12.1) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (each being a Force Majeure Event).

12.2) A Force Majeure Event, without limitation, includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (but without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

12.3) Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period unless we decide that the Contract should be terminated. Should we decide to terminate to Contract we will notify you in writing.

13. Intellectual Property Rights

13.1) All intellectual property rights (including, without limitation, copyright, moral rights, design rights, trademarks and patents) and all other rights in all the Courses' content and Courses' materials belong to us. We licence to you all such rights on a non-exclusive basis for the purpose only of enabling you to attend, participate and, where you are able, to complete the relevant Course. You are also permitted to use small

extracts of the relevant Course content and Course materials for your personal use as a coach only. Reproduction or distribution of any Course content and Course materials is strictly prohibited.

- 13.2) Your use of our logo is strictly prohibited without our prior written consent.
- 13.3) No audio and visual recordings of our Courses can be made by you without our prior written consent.
- 13.4) From time to time may film or record Course trainers delivering a Course during your attendance. You authorise us to use your image and voice in any such recordings without payment, other condition or need for further consent.
- 13.5) You acknowledge that certain information contained in the Courses and Courses' materials is already in the public domain.
- 13.6) You are not permitted to sell or promote products or services at any of our events without prior written permission consent.

14. Confidentiality

- 14.1) Save as required by law or in respect of information which is already in the public domain through no breach by you of the provisions of this clause 14, you shall keep in strict confidence all technical and commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us (or our employees, agents, consultants or sub-contractors) and any other confidential information concerning our business or the Course or Courses' materials which you may obtain.
- 14.2) You shall not use any such information for any purpose other than to attend, participate and, where capable, complete the relevant Course.

15. Data Protection

- 15.1) You agree that we may use your personal data in accordance with and subject to the Data Protection Act 1998 (as amended from time to time).
- 15.2) We may send you information from time to time regarding new Courses. If you do not wish to receive such information please contact us on 0208 4399 493.

16. Termination

We reserve the right to terminate the Contract immediately without liability if:

- 16.1) subject to clause 16.2 below, you fail to complete the relevant Course within 18 months of the date of Confirmation or, where we have given our prior written

consent, within 24 months of the date of Confirmation; or

16.2) in our opinion you cause disruption on any Course or take any action which brings us (or any of our employees, agents, consultants or sub-contractors) into disrepute or adversely affects our goodwill or reputation.

17. Waiver

17.1) If we fail to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

17.2) A waiver by us of any default shall not constitute a waiver of any subsequent default.

17.3) No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 10 above.

18. Severability

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

19. Entire Agreement

19.1) These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

19.2) We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

19.3) Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

20. Our right to vary these Terms and Conditions

- 20.1) We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 20.2) You will be subject to the terms and conditions in force at the time that you order Courses from us, unless we notify you of the change to these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Confirmation).

21. Law and Jurisdiction

Contracts for the purchase of Courses through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law and all disputes and claims shall be subject to the exclusive jurisdiction of the courts of England and Wales.