

Nielsen Brandbank Terms and Conditions for Open Workshops

Please ensure you have read and understood these Terms and Conditions before you make a booking. By placing a booking you are deemed to have read, understood and accepted these Terms and Conditions.

Please note that these Terms and Conditions may be subject to change without notice. We recommend that you print a copy of these Terms and Conditions for future reference.

Your booking will be with **BRANDBANK LIMITED** a company registered in England with company number 03650275 whose registered office is at 35B Barnard Road, Norwich, Norfolk, NR5 9JB, England (trading as 'Nielsen Brandbank') ("**Nielsen Brandbank**").

Booking

- For current course costs and dates, please refer to www.brandbank.com.
- Before booking onto a course, please ensure you have read the course content.
- Upon receipt of your registration form, and subsequent payment, your place(s) will be confirmed.
- Please read the course information when it arrives and check that the details are correct. Email us at customerservices@brandbank.com at once if anything looks wrong.
- If you have any questions regarding a booking you have made or would like to make, please email us at customerservices@brandbank.com. We will work with you to address any problems that arise.
- **Please note:** Nielsen Brandbank's acceptance of your booking brings into existence a legally binding contract between us on these Terms and Conditions. Any term sought to be imposed by you in any correspondence will **not** form part of the contract.

Payment

- Upon receipt of your registration form, you will be sent a pro-forma invoice.
- Invoices will be sent via email and must be paid within 30 days of the invoice date or not later than 14 days prior to the start of the course, whichever date occurs soonest (the "**Due Date**").
- Payment must be made in pounds sterling by cheque, credit/debit card or BACS.
- Following payment, you will receive a further email confirming your booking.
- If payment of the invoice is not made by the Due Date, the booking will not be made and you will not be able to attend the course unless otherwise agreed with Nielsen Brandbank in writing.

Delegate substitution

- In the event that an individual named on the booking form cannot attend the course, please email customerservices@brandbank.com and we will accept substitution of another delegate at any time free of charge.

Cancellation by you

- You may cancel your booking within a period of 14 days beginning on the day after we send you your booking confirmation ("**Cancellation Period**").
- If your booking is confirmed with less than fourteen days prior to the course start date, you acknowledge and agree that the course will be provided within the Cancellation Period and consequently there is no right of cancellation.
- Refunds will only be provided for cancellations sent to us in writing by post to Brandbank Limited, 35B Barnard Road, Norwich, Norfolk, NR5 9JB, England or email to customerservices@brandbank.com within the Cancellation Period. Refunds will not be provided in the event of non-attendance.

Transfers to a later date

- Requests to transfer to an alternative course or date must be made in writing by post or email.
- Transfers made over 10 days prior to a course start date will incur no additional fee provided that the course fees are the same.
- Transfers made 10 days or less prior to a course start date will incur an additional charge of £15 per person/course.
- All transfers are subject to the availability of alternative courses.
- If an alternative course is cancelled by you outside of the Cancellation Period for the original course and/or the delegate fails to attend, the full course fee remains payable and shall not be refunded.

Nielsen Brandbank's Rights

- Nielsen Brandbank reserves the right to change the content, timing, date, venue or instructor of the course in order to provide a high quality service or where it is necessary for reasons beyond our control. Delegates booked onto a course that has been materially modified will be given the option of a full refund or of rescheduling to a future course date.

- Nielsen Brandbank reserves the right to cancel a course up to and including the date of the course if insufficient bookings have been received and will strive to give as much notice of this as possible. Delegates booked onto a cancelled course will be given the option of a full refund or of rescheduling to a future course date.
- Subject to the above provisions, Nielsen Brandbank will not be liable for any losses or expenses arising from amendments to the course or cancellations.
- The prices quoted are correct at the date at the end of these Terms and Conditions. Nielsen Brandbank reserves the right to adjust its fees from time to time.
- Nielsen Brandbank may also cancel or postpone a course without any liability due to an event occurring that is beyond Nielsen Brandbank's reasonable control (including, without limitation, acts of God, strikes, lock-outs or other industrial disputes (involving the workforce of Nielsen Brandbank), failure of a utility service or transport network, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or sub-contractors) upon providing you with notice by email or telephone.

Intellectual Property

- Course materials are supplied only for your personal use. Nielsen Brandbank remains the owner of all intellectual property rights in course materials. No part of the materials may be copied, reproduced or otherwise distributed without our permission.

Liability

- Training sessions and supporting materials are prepared solely for training purposes and are not a substitute for formal advice.
- Nielsen Brandbank shall not be responsible or liable for the accuracy, veracity, legality of the information, documentation, opinions or any other content provided by the presenter or included in the training session or the supporting materials.
- The use of any information or materials available within the training session is at your sole risk.
- Nielsen Brandbank will not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses relating to the training session.
- Nielsen Brandbank's total liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with these Terms & Conditions will be limited to an amount equal to the charges paid by you for the relevant training session.

Data Protection

- We will process your personal data for the purposes of placing your booking and running the training session. For further information, please see our Privacy Notice at: <https://www.brandbank.com/wp-content/uploads/2019/06/UK-Privacy-Notice-under-Privacy-Policy.pdf> (as updated from time to time).

Miscellaneous

- These Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- No variation of these Terms and Conditions will be effective unless it is in writing and signed by you and an authorised representative of Nielsen Brandbank.
- The rights and remedies provided under these Terms and Conditions are in addition to, and are not exclusive of, any rights or remedies provided by law.
- No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, such provision will be severed and the remainder of these Terms and Conditions will continue in full force and effect as if these Terms and Conditions had been executed with the illegal or unenforceable provision eliminated.

Applicable Law and Jurisdiction

- These Terms and Conditions are governed by and construed in accordance with English law and any dispute arising out of or in connection with them shall be settled exclusively by the English courts.

Last Updated: 23 July 2020