

Schedule 8 – APIL consortium courses

This schedule contains additional terms and conditions which apply to an APIL consortium training course ('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 an Event which forms part of the Contract

Consortium

means a group of firms which have agreed to co-operate with each other to attend the Event

Consortium Requirements document

means the document which itemises APIL's requirements at the Event

Equipment

means laptops, projectors, flip charts, pens, paper, wifi connection, and any other items stipulated in the Consortium Requirements document

Event Pack

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

Delegates

means the individuals who attend the Event

Delivery Fee

means the sum charged by APIL for the presentation of the Event on the Event Date

Development Fee

means the sum charged by APIL for tailoring the Event to the Customer's specific requirements

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

Trainer

means the individual who delivers the Event on behalf of APIL.

Venue

means the location where the Event will take place.

1. Booking and Payment

- 1.1 The Booking Form will contain a list of the firms which comprise the Consortium. The first firm listed on the Booking Form will be the Customer which will sign the booking form for and on behalf of the Consortium.
- 1.2 The firms which comprise the Consortium will be jointly and severally liable for the Price.
- 1.3 The price for the Event is stated on APIL's booking form.
- 1.4 The Price includes:
 - (a) Delivery fee

- (b) Trainer expenses
- (c) a minimum of 15 and maximum of 24 sets of Delegate Event Packs.
- (d) Courier fees.

1.5 The Customer may also be liable to pay a Development Fee, such fee to be agreed in writing between APIL and the Customer, which will form part of the Price.

1.6 Payment of the Price in full must be sent to APIL with the Customer's booking form and in any event in accordance with clause 4 of the Main Contract Terms and Conditions.

2. Cancellation and variation by APIL

2.1 APIL reserves the right to cancel the Event. In the event of cancellation by APIL the Customer will be entitled to a full refund of the Price.

2.2 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.

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

3. Cancellation by the customer

3.1 Subject to clause 2 and 13 of the Main Contract Terms and Conditions, the Customer may cancel the Contract, by giving written Notice to be received by APIL not later than the next cancellation date set out in 3.2.1 of this Schedule below.

3.2 In the event of cancellation by the Customer in accordance with 3.1 of this Schedule APIL shall be entitled to retain or (if not already paid) require payment forthwith of the Price due subject to the cancellation dates and charges listed in 3.2.1 below.

3.2.1 Cancellation dates and charges payable pro rata by the Customers stated in the Booking Form

- (a) Initial deposit of 25% of the Price non-refundable, plus the appropriate cancellation fee set out in 3.2.1 (a) (i) – (ii) below:
 - (i) The Development Fee if the Contract is cancelled between thirty days and sixty days before the Event Date;
 - (ii) 100% of the Price if the Contract is cancelled less than thirty days before the Event Date.

3.3 Notice of cancellation of this Contract must be made in writing to APIL and be received by APIL on or before the dates indicated in 3.2.1(a) (i) - (ii) of this Schedule above.

4 The Event

4.1 The Customer confirms that it will provide all necessary Equipment identified in the Consortium Requirements document.

4.2 The Customer confirms that it will provide refreshments and/or lunch for the trainer and/or delegates as stipulated in the Consortium Requirements document.

5 General

5.1 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.

5.2 The Event Pack will be distributed to delegates before the Event date.

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.