

## Terms and Conditions of Business

These terms and conditions comprise the agreement pursuant to which JIBS Events, a division of Jersey International Business School, provides events to the customer.

### 1. Definitions

**1.1** 'Event' means educational training offered by Jersey International Business School at locations specified by Jersey International Business School. These events include training leading to accreditation of CPD/CPE.

**1.2** 'Customer' means the person, firm or corporation identified as registering to attend an event by way of a relevant written confirmation of registration or online registration.

**1.3** 'Event Materials' means any documentation, listings instructions and statements in either machine-readable or printed form.

### 2. Payment Terms

**2.1** Full payment or authorisation to invoice an employer must accompany the registration.

**2.2** Where Jersey International Business School has received authorisation to invoice the employer, the following payment terms apply:

**2.2.1** Full payment is due within 14 days from the date of the invoice.

**2.2.2** Payment is due immediately if booking is made less than 14 days before the course start date. **2.2.3** If Jersey International Business School fails to receive full payment of the invoice by the course start date, the customer may be refused entry to the course.

**2.2.4** Jersey International Business School reserve the right to charge late payment interest on any outstanding invoices, at a rate of 2.5% above the Bank of England base rate.

**2.2.5** Jersey International Business School reserves the right to recover any reasonable debt collection costs in connection with this Agreement.

**2.2.6** The employer is liable for all unpaid invoices.

**2.3** Prices are inclusive of attendance at the event, lunch but does not include any travel, accommodation or living expenses which the customer may incur in attending the event.

**2.4** All event fees and administration charges are exclusive of local taxes which will be added where applicable.

### 3. Cancellation, Rescheduling or Change of an Event

**3.1** Jersey International Business School reserves the right to cancel, reschedule, or change the location of an event, if, in the opinion of Jersey International Business School, such an action is necessary. Jersey International Business School will notify the customer as soon as the change is made. In such circumstances, the customer has the option to attend the rescheduled event, apply the fees to another event, or to receive a refund or credit note for the event fees paid, but shall not otherwise be entitled to compensation or costs or damages arising from such a cancellation or change.

**3.2** Subject to availability, provided full payment has been received, and Jersey International Business School is informed at least 28 working days prior to the event date, it may be possible to transfer to an alternative event subject, where appropriate, to an administration fee of 25% of the course fee.

**3.3** Customers may cancel their attendance at an event provided that written notice is given to Jersey International Business School prior to the start date of the event. In the case of such cancellations, the following clauses shall apply:

**3.3.1** If you cancel your event booking the following will apply:

**3.3.1.1** More than 60 days prior to start date, no cancellation fee will be payable.

**3.3.1.2** Less than 60 days prior to start date, 50% of total event fee will be payable.

**3.3.1.3** Less than 30 days prior to start date, 100% of total event fee will be payable.

**3.4** Any refunds applicable may be subject to an administration charge of £25.

**3.5** Name changes to an existing booking will be accepted free of charge provided 14 days notice is given. Any amendments to an existing booking requested with less than 14 days notice may have an administrative charge of £25 levied.

## 4. Intellectual Property

**4.1** Jersey International Business School grants the customer a non-transferable, non-exclusive licence to use Jersey International Business School's products (including information, training material content, software and data) under the terms of this Agreement.

**4.2** This licence terminates upon termination of this Agreement for whatever reason.

**4.3** The customer warrants that they shall only use Jersey International Business School's products for their own educational purposes and shall not, without Jersey International Business School's prior written consent, copy, make available, retransmit, reproduce, sell, disseminate, licence, distribute, publish, broadcast or otherwise circulate Jersey International Business School's products (or any part of them) to any person other than in accordance with this Agreement.

**4.4** The customer shall fully indemnify Jersey International Business School in respect of any infringement of any intellectual property rights arising as a result of their use of Jersey International Business School's products in breach of this Agreement.

## 5. Force Majeure

**5.1** Jersey International Business School shall not be in breach of these Terms and Conditions 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.

## 6. Data Protection

**6.1** Customers agree that, in relation to information held, from time to time, Jersey International Business School may:

**6.1.1** Use the information to perform their obligations and enforce rights under these Terms and Conditions of Business.

**6.1.2** Use the information to inform customers about courses, products or services which may be of interest to them.

**6.1.3** Use the information to inform customers of feedback and exam results.

**6.1.4** Communicate with the customer and delegates regarding their progress, results and attendance.

**6.2** Customers have the right to receive details of the personal information held by Jersey International Business School. A fee of £20 will be payable.

**6.3** In the event that customers do not wish to receive correspondence from Jersey International Business School, a written request should either be sent to the registered office or emailed to [info@jerseyibs.com](mailto:info@jerseyibs.com)

## **7. Change of address or other contact details**

**7.1** Jersey International Business School must be notified in writing of any change in a customer's contact details, including the email address specified on the customer's registration form.

## **8. Security**

**8.1** Personal possessions are the sole responsibility of the customer and Jersey International Business School accepts no responsibility for anything that is lost or stolen from its venues. Customers are advised to keep valuables with them at all times.

## **9. Notices**

**9.1** Any notices required to be served by Jersey International Business School under this Agreement will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address notified by the customer, at Jersey International Business School's discretion.

## **10. Limitation of Liability**

**10.1** Jersey International Business School shall not be liable for any direct, indirect or consequential loss (other than in respect of liability for death or personal injury) whether arising from negligence, breach of contract or otherwise.

## **11. Warranty**

**11.1** Jersey International Business School warrants that it will perform any services under this Agreement with reasonable skill and care.

**11.2** These warranties are provided in lieu of all other warranties express or implied which are hereby excluded to the fullest extent permitted by law.

## **12. Validity**

**12.1** If any provision of this Agreement is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent.

## **13. Jurisdiction**

**13.1** These Terms & Conditions shall be interpreted, construed and enforced in accordance with Jersey law and shall be subject to the exclusive jurisdiction of the Jersey courts.

## **14. Amendments to the event agenda and speaker list**

**14.1** Jersey International Business School reserves the right to amend the speaker list and agenda should it deem it necessary.