

Falco Legal Training Limited

Terms and conditions for In-house Training Courses

1. INTRODUCTION

1.1 Definitions

“Booking Confirmation” means the written confirmation from Falco to you creating the agreement between us for the provision of training courses and/or Recording Licences.

“Falco” means Falco Legal Training Limited (company number 08699578).

“In-house Training Course” means a training course that is being provided to one law firm or other organisation.

“General Training Course” means a training course that is not an In-house Training Course, including a course held within a law firm to which people unconnected with that law firm are invited.

“Recording Licence” means a licence permitting you to listen to recordings of webinars and other training courses prepared by Falco on the terms contained in clause 4.

“You” means Falco’s client

1.2 Interpretation

“training course” includes a webinar

“writing” includes e-mail

1.3 Agreement between us

These terms and conditions, together with the Booking Confirmation, govern the agreement between Falco and you in relation to In-house Training Courses. A separate set of Terms and conditions, available at www.falcolegaltraining.co.uk, governs General Training Courses.

2. PAYMENT

2.1 Payment

Unless otherwise agreed between us in writing, payments for In-house Training Courses are due after presentation of each training course, and payments in respect of Recording Licences are due in advance.

2.2 Payment terms

Payment is due within 28 days of receipt of the invoice. If payment is not received within that period, Falco reserves the right to charge interest from the date of the invoice at 5% over the base rate of Royal Bank of Scotland plc, and to suspend any further training courses or Recording Licences until payment has been received.

2.3 Value Added Tax

All costs are quoted exclusive of Value Added Tax, which will be payable in addition.

2.4 Travel costs

The cost of anytime standard class rail travel for the presenter (starting from and returning to a station to be notified in the Booking Confirmation) will be payable for any training courses presented outside Central London, unless other arrangements have been agreed between us in writing.

2.5 Accommodation

Where agreed between us in writing, you will be responsible for the presenter's accommodation and subsistence costs.

3. IN-HOUSE TRAINING COURSES

3.1 Provision of training

Falco will provide the training courses that have been agreed in writing in the Booking Confirmation. No binding agreement has been made until a Booking Confirmation has been issued.

3.2 Participants attending In-house Training Courses

You may invite clients, potential clients and other contacts to attend In-house Training Courses.

3.3 Training materials for In-house Training Courses

Training materials distributed in connection with In-house Training Courses may be distributed to participants at those training courses (including clients, potential clients and other contacts) and to any of your partners and employees, but not to anyone else. The materials may be stored on your intranet so long as they are available only to your partners and employees.

3.4 Change of presenter

Falco reserves the right to change the identity of the person presenting the training courses from the agreed presenter (where applicable) but this will be done only as a result of illness or other event beyond Falco's control.

3.5 Cancellation

(a) If Falco cancels a training course for any reason, any sums paid by clients in advance will be refunded but no compensation for cancellation will be due.

(b) If you cancel a stock training course, no charge will be made for courses cancelled in writing more than two weeks before the scheduled time for presentation. For courses cancelled two weeks or less before the scheduled time for presentation, Falco reserves the right to charge one-half of the agreed fee.

(c) If you cancel a bespoke training course, you will be responsible for paying for the part of the cost of the course attributable to the course preparation (as identified in the Booking Confirmation or, where not identified in the Booking Confirmation, a reasonable sum representing the time spent in preparing the course). In relation to the part of the cost of the course attributable to the presentation, no charge will be made for courses cancelled in writing more than two weeks before the scheduled time for presentation. For courses cancelled two weeks or less before the scheduled time for presentation, Falco reserves the right to charge one-half of the agreed fee.

(d) If you cancel any training course, you will be liable in addition to reimburse Falco for the cost of any travel arrangements that have already been made, other than any sums that Falco is able to recover when cancelling the travel arrangements.

3.6 Copying of written materials

Falco will provide written materials by e-mail in advance of each course to a person whom you nominate. You will be responsible for any printing and copying that you require.

3.7 Links to further information in written materials

For convenience, Falco may include in written materials links to websites and books where further information may be found. These may include subscription materials, and Falco is not

representing in such case that access will be available to those materials where you do not have a current subscription.

3.8 Later developments

Training materials and webinars will be up to date at the time of their presentation unless specifically stated to the contrary in any particular aspect. You will be well aware that the law does not stay still for long. Falco is not responsible for alerting you to any changes to areas of law or practice that take place after the presentation of a training course or the presentation or recording date of a webinar.

3.9 Teaching accommodation and refreshments

You will be responsible for the provision of suitable accommodation for the training course and any refreshments before and during the course. You will also provide a digital projector.

4. RECORDINGS OF TRAINING SESSIONS

4.1 Recording Licences

Where Falco has granted you a Recording Licence, the recordings of training courses are to be used only for your internal training purposes. The recordings, and the passwords that allow access to the recordings, may not be shared with clients or other third parties. The recordings are to be accessed directly from the website on which they are stored and you may not make further recordings of them. Falco may terminate your licence without repayment of any licence fee paid in advance in the event of breach of this provision.

4.2 Extent and duration of Recording Licences

Unless otherwise expressly agreed in writing, a Recording Licence will apply to specific recorded webinars only, and only for the period agreed between us.

5. LIABILITY

5.1 Limit on liability

As a training organisation, Falco provides training on the law in England and Wales but does not provide legal advice, and does not accept liability for any of your acts or omissions following a training course. Any liability under this agreement for Falco's own errors or omissions is limited to five times the amount paid to Falco in respect of the training course from which the claim arose, or five times the amount paid for the Recording Licence permitting use of the recording of the training course from which the claim arose.

Falco is not liable for any loss of profits or economic loss that you may suffer as a result of your use of Falco's services.

5.2 Use of training materials

Information, comments and opinions provided during training courses (including the information contained in the written course notes and opinions provided in response to participants' queries during or after a course) may have been summarised or simplified: they are not to be construed as legal advice and should not be used as the sole basis of advice to your clients. It is your responsibility to ensure the accuracy and applicability of such comments, information and opinions. Similarly, any sample documents and clauses that are provided within training courses or webinars are provided for the purpose of illustration only and should not be incorporated unthinkingly into live transactions.

5.3 No personal liability for directors or employees

Any claims that you may have arising out of this agreement may be brought only against Falco and not against Falco's directors or employees, or any presenters engaged by Falco. Any duty of care that, as a matter of law, would be owed to you by Falco's directors or employees, or any presenters engaged by Falco, is excluded.

5.4 Force majeure

Falco is not liable if it is prevented from performing its obligations by reason of actions by third parties or events beyond its control.

5.5 Exceptions from limitation of liability

Nothing in these terms seeks to exclude or limit liability for fraud or fraudulent misrepresentation, or for death or personal injury.

6. MISCELLANEOUS

6.1 Applicable law

Our agreement is governed by the law of England.

6.2 No third party rights

With the exception of Falco's directors and employees, and presenters engaged by Falco, it is not our intention that third parties should have any rights under our agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

6.3 CPD accreditation

Falco is not accredited for CPD purposes with the Solicitors Regulation Authority.

6.4 Whole agreement

These terms, together with the Booking Confirmation, constitute the entire agreement between us. You agree that you have not relied upon any statements or representations from or on behalf of Falco unless expressly set out in the Booking Confirmation.

6.5 Severance

If any provision in these terms is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of these terms will be unaffected.

6.6 Intellectual property rights

Falco retains all intellectual property rights in respect of the material used on the Falco website, in training courses and in recordings of webinars unless otherwise expressly agreed between us in writing.

6.7 Privacy policy

Falco's privacy policy, which is available at www.falcolegaltraining.co.uk/privacy, forms part of these terms and conditions.

Falco Legal Training Limited

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