



TERMS & CONDITIONS

All business transacted through the Business & Knowledge Gym shall be subject to the following terms and conditions of trade. These terms may be amended by the Company without prior notification at any time. The company reserves the right to make changes to all or any part of these terms and conditions as it sees fit. For the purposes of these terms and conditions, "The Company" refers to Haines Business Systems Ltd., its partner organisations, affiliates, and any subsidiaries or successor organisations as may be relevant. In agreeing to purchase goods and/or services from The Company, customers accept in full the terms and conditions of trade outlined in this document, and shall be regarded as binding.

Quality of Goods and/or Services Delivered

The Company shall undertake to deliver goods and/or services, as applicable, as described in the specifications agreed at the time of purchase. The company shall undertake to deliver the contract according to the time-scales agreed at the time. Where the customer feels that the quality of goods or services has not met their expectation(s) they should bring this to the attention of the company as soon as possible after the defect was discovered.

The company shall undertake to rectify the defect either by repair, or replacement (whichever is the most appropriate), or by offering the customer a full or partial refund. The company shall not be liable if the goods and/or services were delivered in accordance with the specifications agreed at the time of purchase, and are not in any way defective.

Accounts

Goods and/or services purchased from the company will be invoiced as appropriate by the company. Retail Goods purchased through an HBS retail outlet, including the Business and Knowledge Gym, shall be paid for at the point of purchase, unless otherwise agreed with the company. Where a payment plan has been agreed, the terms and conditions shall apply as are described, below. Where an invoice is issued, terms and conditions applicable to invoices shall apply, see below. Invoices Where goods and/or services are to be paid after an invoice has been raised, the customer shall undertake to make a full payment within 30 days of the invoice date (14 days in the case of Business & Knowledge Gym membership). Deferred payments, or partial payments will only be accepted if the customer has made the company aware of any problems in good time, or if a deferral has been agreed with the company.

Invoices that remain unsettled after 60 days will incur recovery action from the company. The company reserves the right to withhold all or part of goods and/or services to the customer until their account has been brought up to date. Where the company has had to take action to recover monies owed to it, the company

reserves the right to impose additional surcharges onto the customer as appropriate, as detailed, below.

Invoices, or accounts that remain unsettled after 90 days, will automatically lead to the imposition of surcharges, and the withholding of goods and/or services. Where goods have been provided, the company reserves the right to recover the goods and return them into the possession of the company until such time as the account is settled.

Payment Plans

Where a customer has elected to make payments to the company through a payment plan, it is the customer's responsibility to make the payments in accordance with the agreed plan. Such payments must be made directly into bank account of the relevant division of HBS.

Payments for Business and Knowledge Gym subscriptions must be made at the beginning of the period in question. In circumstances where two monthly payments have been missed, without prior agreement from the company, the company reserves the right to terminate the payment plan and issue an invoice for the full amount due. The invoice shall be subject to the terms and conditions outlined, above, for invoices.

The company reserves the right to withhold goods or services until payment has been received.

Surcharges

The company reserves the right to impose surcharges on customers as follows.

- 1 Where the company has been forced, due to late and/or non-payment of monies owed to it, to issue demands for payment, the company shall at its own discretion apply the following charges; £15 for every letter or demand sent by HBS in connection with the account. 5% will be added to the value of the outstanding balance for every month or part month that remains unsettled.
- 2 In addition to the above surcharges, the company will pass on to the customer any legal fees incurred in recovering monies owed to it. Where HBS has to engage the services of a debt collection agency, or instigate legal proceedings to recover monies owed to it by a client in default, any associated costs of doing so will be passed on to the client, and added to the outstanding amount.

Cancellation of Subscription

Subscribers wishing to cancel their subscription are required to give written notification (e-mail is acceptable). Verbal notification is not accepted. HBS will accept the date of notification as the date on which the written notification was received. Subscribers on a Pay as you Go tariff will be required to give one-month's notice of their intention to cancel their contract and will be invoiced for one month upon receipt of notification. Subscribers on an annual contract who cancel within the first six-months of the contract beginning will be required to

pay the outstanding balance equivalent fee of up 9 months of the total contract. Subscribers who have completed six months, will be required to give one-month's notice, and will be invoiced the equivalent of one month's fee.

Subscribers who have paid the whole subscription at the outset, and who choose to cancel the subscription within the first six months, will be reimbursed up to a maximum of five months of the total fee. Those who cancel after six months, will be reimbursed up to a maximum of two months of the total fee.

Cancellation Policy

HBS Events

Clients who give more than one month's notice of their wish to cancel their place at an event organised by HBS will be entitled to a full refund of their fee. Clients who give at least three weeks notice of their cancellation will be entitled to a refund of up to 75% of their fee. Clients who give at least two weeks notice will be entitled to a refund of up to 50% of their fee. Clients who give at least one week's notice will be entitled to a refund of up to 25% of their fee. Clients giving less than one week's notice shall not be entitled to a refund, except at the discretion of the company. Clients who simply do not attend an event, will not be entitled to a refund.

Cancellations must be received in writing (including e-mail).

Training, Consultancy and Other Specialist Training

Where clients book HBS staff members to deliver training, consultancy, or other work that generates a fee for the company, the following cancellation policy shall apply. Bookings will be considered to have been made firm unless the client clearly stipulates that the booking is provisional, or on hold pending confirmation. Any firm booking shall be subject to the following cancellation policy. All cancellations, or amendments to bookings must be made in writing (including e-mail), and the date of the cancellation will be that which the written notification of the cancellation was received by HBS.

Cancellations made more than one month ahead of time will not be charged. If a charge has already been made, then the company will make a full refund to the client. Cancellations made at least three weeks before the date will incur a charge of up to 25% of the total fee, at the discretion of the company. Where the fee has already been paid, a refund of at least 75% shall be made. Cancellations made at least two weeks before the date will incur a charge of up to 50% of the total fee, at the discretion of the company. Where the fee has already been paid, a refund of at least 50% shall be made. Cancellations made at least one week before the date will incur a charge of up to 75% of the total fee, at the discretion of the company.

Where the fee has already been paid, a refund of at least 25% shall be made. Where the client cancels a booking within one week of the date, then the client is liable for the total cost of the booking, at the discretion of the company.