



RICS Executive Education Training Course Special Conditions

Your purchase of training Services will be subject to our general terms and conditions and these Special Conditions for the Executive Education Training Course ("Special Conditions") and you should read both documents together (together the "Terms and Conditions"). Unless otherwise stated in these Special Conditions, the defined terms in our general terms and conditions shall apply to these Special Conditions.

In the event of any conflict or inconsistency between these Special Conditions and our general terms and conditions, these Special Conditions shall prevail but only to the extent of such conflict or inconsistency.

1 Definitions and Interpretation

For the purpose of these Special Conditions, the following terms shall have the following meaning:

- (a) "Delegate": means you or the individual attending or accessing the Event pursuant to these Special Conditions;
- (b) "Event": means the residential element of the Executive Education Training Course;
- (c) "Matter Outside Our Control": has the meaning given to it at clause 3(a) of these Special Conditions; and
- (d) "Services": means any the Event together with all other aspects of the product being provided including the leadership coaching sessions and post-residential coaching session.

2 Providing the Services

- (a) We will need certain information from you that is necessary for us to provide the Services, for example, your full name (or the full name of the Delegate(s)), any special dietary or accessibility requirements you (or the Delegate(s)) may have. We will contact you in writing to obtain and/or confirm this information. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information (in our reasonable opinion), we may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the Services under this clause 2(a), you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices we have already sent to you.

- (b) The price for the Services is stated on our order acknowledgement (as appropriate). All prices are in pound sterling, are exclusive of VAT, which will be added to or charged on invoices at the appropriate rates and paid by you.
- (c) Upon acceptance by us of your order, we shall issue to you an invoice for the price of the Services which shall be payable in full by the sooner of:
 - (i) 30 days from the date of the invoice; or
 - (ii) 28 days prior to the scheduled start date of the Event.
- (d) If you do not pay us for the Services in accordance with these Special Conditions, we may, in addition to any other rights which we have under these Special Conditions:
 - (i) charge interest on the outstanding amount (as well after as before judgement) on a day to day basis at an annual rate of 4% above National Westminster Bank Plc's base rate from time to time applicable until the sum due is paid.
 - (ii) withhold further deliveries and/or suspend performance of the Services until arrangements as to payment or credit have been established on terms which are satisfactory to us.
 - (iii) immediately terminate the contract between you and us. We will contact you in writing to tell you this.
- (e) We may:
 - (i) refuse your (or any Delegate(s)) admittance or access to the Event;
 - (ii) require you (or any Delegate) leave the Event; and/or
 - (iii) immediately terminate the Contract;

where we consider you (or any Delegate) are acting inappropriately.

3 Changes to the Services

- (a) We will not be liable or responsible for any change to the Services performed, failure to perform, or delay in performance of, any of our obligations under these Special Conditions that is caused by any act or event beyond our reasonable control ("Matter Outside Our Control"). A Matter Outside Our Control would include,

by way of non-limiting example, an occurrence preventing our holding the Event at the intended venue or preventing the attendance at the Event of a key individual or supplier.

- (b) If a Matter Outside Our Control takes place that affects the performance of our obligations under these Special Conditions we will contact you in writing to let you know in advance that a Matter Outside Our Control has occurred (unless the problem is urgent or an emergency) and:
- (i) if (due to the Matter Outside Our Control) we are unable to provide the Event in accordance with our written acceptance of your Order we will contact you in writing to confirm the changes we have had to make to the Event.
 - (ii) If we are unable to provide the Event to you, our obligations under these Special Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Matter Outside Our Control. You may, by notice in writing to us, cancel the contract if a Matter Outside Our Control takes place and you no longer wish us to provide the Services. Please see your cancellation rights under clause 4 of these Special Conditions.
- (c) Subject to receipt by us of the full sum payable by you for the Event, you may change the Delegate attending the Event by notice in writing to training@rics.org up to 28 days prior to the Event. We will confirm in writing to you whether we are able to accept the Delegate change. For the avoidance of doubt we are not obliged to accept a Delegate change for any Event.
- (d) You shall be responsible for booking your leadership coaching session and the post-residential coaching session from the available times listed on the online course pages on the Online Academy. Although we will endeavor to accommodate any requests to reschedule these bookings wherever reasonably feasible, we shall be under no obligation to do so.

4 Cancellation of the Services

- (a) You may cancel an order in the following circumstances:

- (i) in the event of a Matter Outside Our Control (as defined at clause 3(a) of these Special Conditions); or
- (ii) at any time but subject to the cancellation fees payable as follows:

Number of days prior to the commencement of the Event notice of cancellation received by RICS	Cancellation Fee Payable (% of Course Fee)

14 days or less	100%
Between 15 days and 27 days inclusive	50%
Between 28 days and 34 days inclusive	25%
35 days or more	0%

You may notify us of your wish to cancel by either calling our customer services on +44 (0)24 7686 8584 or by emailing us at training@rics.org. Please provide your name, address, details of the order and, where available, your phone number and email address.

- (b) We will confirm your cancellation under clause 4(a) in writing to you.
- (c) If you cancel an Order under clause 4(a) and you are entitled to a refund for Services that have not been provided to you, we will refund these amounts to you within 28 days of receipt of your notice of cancellation.
- (d) We may cancel an Order for the Services by writing to you (to the e-mail address nominated by you in your Order) at any time up until 28 days prior to the scheduled start date of the residential element. If we cancel your Order for the Services, we shall either (at our sole option):
 - (i) offer you a place at a different Event that we offer; or
 - (ii) refund the price paid in advance by you for the Event, within 14 days of our notice of cancellation to you.

5 Limitation of Liability

We accept no responsibility or liability for the views or opinions as expressed by the speakers, chairperson or other persons at the Event.

6 Accommodation

Please note that the price of the Event includes the purchase of your accommodation for the residential element of the Services. In relation to this element of the Services, RICS is acting as a disclosed agent for the accommodation provider with whom you shall be contracting for that element. The terms and conditions of the hotel provider are available on request.

7 General

- (a) All intellectual property in the Services and any materials or other documents or items provided in connection with the Services are and shall remain fully vested in us and cannot be used for your own commercial purpose. This does not apply to publications and data provided by third parties.
- (b) We shall process your data in accordance with the Data Protection Act 1998. You can view our privacy policy here: www.rics.org/uk/footer/terms/.
- (c) These Terms and Conditions constitute the entire terms and conditions between us in relation to the Services and supersede all previous agreements.