

Leatherhead Food Research

Terms and Conditions of Sale of (i) Research & Publications and (ii) Training Courses & Other Events

Leatherhead Food Research is a trading name of Leatherhead Research Limited, Company No: 09528674 VAT No: GB432214202 Registered Office: Harston Mill, Harston, Cambridgeshire, CB22 7GG England ("Leatherhead")

These General and Specific Terms and Conditions of Sale apply solely to the purchase of Research & Publications and Training Courses & Other Events from Leatherhead.

General Terms and Conditions of Sale

1 General Contract Formation

This website does not constitute an offer to sell any goods or services to you but instead constitutes an invitation to you to make an offer to purchase the advertised goods or services at the advertised price, subject to availability and these Terms and Conditions of Sale.

All prices on this website are exclusive of VAT and delivery charges, where applicable.

By completing the order form and clicking on the "Submit" button you are offering to buy the goods and/or services listed in your order, subject to these Terms and Conditions. Upon receipt of your order form, we will confirm the availability of the goods and/or services in your order and notify you if there have been any changes in the price of the goods and/or services you have ordered and/or if any delivery charges apply to your order.

If the goods and/or services in your order are still available and there have been no changes in the price of the goods and/or services and if no delivery charges apply, we will confirm acceptance of your order by sending you an invoice for the relevant cost of the relevant goods and/or services.

If there has been any change in the price of any of the goods and/or services and/or if any delivery charges apply, we will enquire whether you still wish to proceed on this revised basis before confirming acceptance of your order and sending you an invoice.

All invoices are payable within 30 days of receipt.

Where your order is for either research or a publication, we will endeavour to deliver your order within 14 days, failing which you shall be entitled to cancel the agreement and to request us to refund any monies already paid by you.

Please note that your order will not be accepted and that no binding contract will exist between us until such time as we send you an email with an attached invoice notifying you of the acceptance of your order. The email with its attached invoice shall be deemed to be effectively communicated to you on the date it is sent by us to you, even if it is not received by you.

2 General Warranties and Disclaimers

The goods and services advertised on and provided through this website are offered and provided on an "as is" and "as available" basis. Save as specifically set out in this clause 2, no warranties, conditions or representations of any kind, express or implied, are given on this website or in these Terms and Conditions and no oral advice or other written information, not incorporated within these Terms and Conditions, shall be deemed to create a warranty.

Leatherhead warrants that it shall supply such goods free from any material defect at the time of delivery and shall provide such services with reasonable skill and care.

If you are a consumer Leatherhead also warrants that any goods purchased from this website are of satisfactory quality and fit for all purposes for which goods of that kind are commonly supplied.

3 Liability

3.1 Leatherhead shall not be liable to you, whether in contract, tort, negligence, breach of statutory duty or otherwise, for any loss of profit, revenue, goodwill or business opportunity, for any pure economic loss or for any indirect or consequential loss, damage, costs or expenses arising out of or in connection with these Terms and Conditions, the provision of any goods or services by or on behalf of Leatherhead, and/or the use of any goods or services by you or any third party.

3.2 Leatherhead will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your legal right to have services provided within a reasonable time or to receive a refund if the services you have ordered cannot be supplied within a reasonable time owing to a cause beyond our reasonable control.

3.3 Subject to clauses 3.1 and 3.2 above, the entire aggregate liability of Leatherhead to you, whether in contract, tort, negligence, breach of statutory duty or otherwise, arising under or in connection with any Research and Publications and/or Training and Other Events purchased from Leatherhead under these Terms and Conditions shall be limited to the greater of the sum of £50 or the total cost of the relevant goods or services.

Leatherhead hereby excludes to the fullest extent permitted by the applicable law all other warranties, conditions or representations of any kind, express or implied.

Nothing in these Terms and Conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

4 Severance

If any part of these Terms and Conditions is unenforceable, the enforceability of any other part of these Terms and Conditions will not be affected.

5 Third Party Rights

A person who is not a party to any agreement which is subject to these Terms and Conditions has no right under the Contract (Right of Third Parties) Act 1999 to enforce any term of that agreement; but this does not affect any right or remedy of a third party that exists or is available, apart from that Act.

6 Notices

Unless otherwise expressly stated in these Terms and Conditions, all notices from you to us must be in writing and sent to our contact address set out below either by post, facsimile transmission or electronic mail and all notices from us to you will be displayed on this website from time to time. You agree that all arrangements, notices or other communications that we provide to you electronically satisfy any legal requirement that such communications must be in writing.

7 Entire Agreement

These General and Specific Terms and Conditions and any documents expressly referred to in them represent the entire agreement between us in relation to the subject matter of these Terms and Conditions and supersede any prior agreement, understanding or arrangement between us whether oral or in writing.

8 Governing Law and Jurisdiction

Any statements made, any services provided on this website or contracts concluded for the sale of our products via this website are governed by the laws of England and Wales. By using this website and purchasing the relevant services and/or goods, you agree to submit to the exclusive jurisdiction of the English Courts. The language for the conclusion of any contract between us is English.

Specific Terms and Conditions of Sale of (i) Research and Publications,

These specific terms are to be read alongside the General Terms and Conditions above.

1 Risk and Title

Any goods that you order will be at your risk from the time of delivery.

Ownership of the goods will only pass to you when we receive full payment of all sums due in respect of any products ordered, including delivery charges.

All information provided and/or made available by Leatherhead as part of any research or publications purchased by you is provided in good faith and on the basis of information available to Leatherhead at that time. However Leatherhead makes no representations, warranties or guarantees, whether express or implied, that any such information is accurate, complete or up-to-date. Any such information is not intended to amount to definitive advice on which you should rely and you should obtain professional or specialist advice before taking, or refraining from, any action on the basis of such information. **2**

Right of Cancellation

If you are dealing with us as a consumer you have the right to cancel any contract between us for the supply of goods within 7 working days from the date you receive the goods. If you cancel your order for the supply of goods within this time, then we will refund the price paid by you for the goods (subject to any audio or video recordings or computer software being returned in their unsealed packaging). You must return the goods at your own expense. After the 7 working days period has lapsed, we will refund items on the following conditions, providing the items are returned to use within 30 days:

- *The item was found to be damaged or faulty.*
- We will either replace the item or give you a full refund (including postage costs). Please state which option you prefer. If you require a replacement, we will wait to receive the faulty copy from you before dispatching a new one.
- *The item was incorrectly supplied.*
- If a mistake has been made in fulfilling your order, a full refund (including postage costs) will be given.

Items should be returned to us by the most economical method. They remain your property until we have received them.

All returns are accepted at the discretion of Leatherhead, and refunds will be given in the same tender type as the original payment.

Please allow 14 days (in addition to the delivery time) for the return to be processed.

Business customers may return goods within 60 days from the date of invoice, providing the items are in their original condition. Postage costs to send the items to us will be the responsibility of the

customer. Goods returned without invoice number and date will not be accepted. Goods returned outside of that time period will not be accepted unless previously authorised by us in writing.

3 Intellectual Property Rights

All intellectual property rights in or arising out of or in connection with any research or publication purchased by you shall be owned by Leatherhead. No reproduction of the research or publication purchased by you is permitted without the prior written consent of Leatherhead.

Specific Terms and Conditions of Sale of Training Courses and Other Events (including, but not limited to, conferences and seminars)

These specific terms are to be read alongside the General Terms and Conditions above.

1 Payment for training courses and other events

The course fee payable for a training or other event shall be payable following the issue of an invoice by Leatherhead.

All invoices shall be payable by the Client within thirty days of the invoice date, except where the date of the event is within thirty days of such due date, in which case the course fee shall be immediately payable and due.

Full payment must be received before the start date of the event. If full payment is not received, Leatherhead reserves the right to cancel any unpaid delegate's place at the event without losing its entitlement to the event fee and to charge interest on the outstanding sum at the rate of 4% above the base rate from time to time of the Bank of England. Such interest shall accrue on a daily basis from the due date until the outstanding amount is paid in full. Leatherhead also reserves its rights under the Late Payment of Commercial Debts (Interest Act) 1998.

2 Transfers, Cancellations and Substitutions

Transfers

If you (or any delegate) wish to request a transfer of a confirmed booking to a later event of the same value, you may do so (subject to availability) by notifying Leatherhead in writing, either by post or by email to the Training Course Administrator.

If you (or any delegate) wish to request a transfer of a confirmed booking to a later event of a greater value, you may do so (subject to availability) by notifying Leatherhead in writing, either by post or by email to the Training Course Administrator, subject to the payment of the difference in price between the two courses.

If you (or any delegate) wish to request a transfer of a confirmed booking to a later event of a lesser value, you may do so (subject to availability) by notifying Leatherhead in writing, either by post or by email to the Training Course Administrator, but you shall not be entitled to a refund of the difference in price between the two events.

Where any such request is approved by Leatherhead, this will also be subject to the payment by you (or the delegate) of an administrative charge of £100 per transferred booking if the transfer request is received by Leatherhead within 28 working days of the course start date. No administrative charge will be made if the transfer request is received outside of 28 working days of the course start date.

You (or any delegate) may only request one transfer per confirmed event booking. If your original event booking is transferred, with Leatherhead's approval, to another event, but you are subsequently

unable to attend that alternative event, you will not be able to request a further transfer to another event and will have to cancel your booking.

Please note that if you (or any delegate) cancel a booking for the alternative event onto which you have transferred in any of the above circumstances, neither you (nor the delegate) shall have any entitlement to a refund of any of the event fee. This rule shall apply regardless of whether you (or any delegate) cancel the transferred event booking within or outside of 28 days of the alternative event's start date.

Cancellations

If you (or any delegate) wishes to cancel a confirmed booking, you may do so by notifying Leatherhead in writing, either by post or by email to the Training Course Administrator.

In the event of cancellation in accordance with the above, the following scale of refunds shall apply:

- 28 days or more before an event start date = full refund of the event fee
- 15-28 days before an event start date = 50% refund of the event fee
- 0-14 days before an event start date / failure to attend an event = no refund of the event fee

Notwithstanding the above scale of refunds, where hotel or other accommodation is included in the cost of an event, or where the event is held at an external venue, any hotel, accommodation or venue cancellation charges which are unavoidably incurred by Leatherhead as a result of your (or any delegate's) transfer or cancellation will still be payable by you (or the relevant delegate) in full, regardless of the time that the relevant transfer request or cancellation notice is received by Leatherhead and shall not be waived or refunded by Leatherhead.

Transfer and Cancellations due to visa issues

Where you have submitted a transfer request or cancellation notice because of your failure (or that of any delegate) to obtain a visa permitting entry of the delegate into the country where the event is to be held in sufficient time before the event start date, the above terms relating to transfers, transfer fees, cancellations and cancellation charges shall still apply, unless Leatherhead considers, in its sole discretion, there are extenuating circumstances.

Substitutions

If you want to make a substitution of the specific delegate attending an event, please call us on +44 (0)1372 376761 and we will be happy to help you. Substitutions can be made at any time without incurring a penalty.

3 Cancellation of Courses by Leatherhead and Changes to Course Content

Occasionally Leatherhead may need to change the timing or content of an event, due to circumstances beyond our control. In these cases we reserve the right to reasonably modify the event without incurring liability to you (or any delegate).

Leatherhead also reserves the right to either significantly modify or cancel a course at any time without incurring additional liability to you (or any delegate). However in these circumstances, you (on behalf of the delegate) will be offered, at Leatherhead's sole discretion, either an alternative date, a credit note or a full refund.

Leatherhead also reserves the right at any time to withhold access to an event or cancel your (or any delegate's) booking if Leatherhead, in its sole discretion, deems that Leatherhead's competitive position may be compromised by accepting such booking/s. In these circumstances you (or the delegate) will be provided a full refund of the event fee if you have already paid, but Leatherhead shall not be liable for any additional costs you may have incurred in respect of the booking.

4 Travel Arrangements

Delegates are strongly advised not to book travel arrangements until the date of the event has been confirmed by Leatherhead, as we shall not be liable for any such costs in the event of a cancellation or postponement.

5 Intellectual Property Rights

All intellectual property rights in or arising out of or in connection with the delivery of an event or training course and any materials provided by Leatherhead in the course of such an event or training course shall be owned by Leatherhead.

In consideration of receipt by Leatherhead of the event fee, Leatherhead grants to the delegate attending the relevant event, with effect from its start date, a non-exclusive, non-transferable licence to use the event or training course materials for the sole purpose of participating in the relevant event or training course.

6 Confidentiality

You and/or any delegate attending an event shall keep in strict confidence all proprietary or confidential information concerning Leatherhead's business or products which you and/or any delegate may obtain during delivery of an event or training course or from the event or training course materials.

You and/or any delegate attending an event shall also not make use of or disclose to any third party any proprietary or confidential information that you may gain as a result of a visit to any Leatherhead premises.

The obligations in this clause shall not apply to any information which you (and/or any delegate) can show was:

- a) Already known to you or in your possession prior to its disclosure by Leatherhead free from any obligation of confidence;
- b) Subsequently lawfully received by you from a third party who does not owe any duty of confidence to Leatherhead;
- c) Already existing in the public domain at the date of its disclosure or was subsequently published or made available to the public generally otherwise than through a breach of confidentiality owed to Leatherhead; or
- d) Was subsequently independently developed by you without use of Leatherhead's confidential information.

Nothing in these Terms and Conditions shall restrict you from disclosing any of Leatherhead's confidential information to the extent required by any applicable law, regulation or court order.

7 Event or Training Course Materials

All information provided and/or made available by Leatherhead as part of any event or training course materials is provided in good faith and on the basis of information available to Leatherhead at that time. However Leatherhead makes no representations, warranties or guarantees, whether express or implied, that any such information is accurate, complete or up-to-date.