

# **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 Contract Formation**

- 1.1 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.
- 1.2 All prices on this website are exclusive of VAT and delivery charges, where applicable.
- 1.3 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, Leatherhead 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.
- 1.4 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, Leatherhead will confirm acceptance of your order by sending you an email which will either include an invoice for the cost of the relevant goods and/or services or ask you to contact Leatherhead with your credit/debit card details (depending on the preferred payment method you selected when completing the order form).
- 1.5 If there has been any change in the price of any of the goods and/or services and/or if any delivery charges apply, Leatherhead will enquire whether you still wish to proceed on this revised basis before confirming acceptance of your order and taking payment by credit/debit card or sending you an invoice (as appropriate).
- 1.6 Please note that your order will not be accepted and that no binding contract will exist between us until such time as Leatherhead contacts you by email to notify you of the acceptance of your order. This notification email shall be deemed to be effectively communicated to you on the date it is sent by Leatherhead to you, even if it is not received by you.

#### **2 Invoicing and Payment**

- 2.1 All invoices for training courses and other events are payable within thirty days of the invoice date, except where a) the date of the training course or event is within thirty days of such due date or b) the relevant training course or event is an online one, in which case the invoice shall be immediately due and payable.
- 2.2 Full payment for training courses and other events 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.

- 2.3 All invoices for research or publications are payable within 30 days of receipt of the invoice.
- 2.4 Where your order is for either research or a publication, Leatherhead will endeavour to deliver your order within 14 days of receipt of payment into cleared funds, failing which you shall be entitled to cancel the agreement and to request Leatherhead to refund any monies already paid by you.

### **3 General Warranties and Disclaimers**

- 3.1 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.
- 3.2 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.
- 3.3 If you are a consumer, Leatherhead also warrants that any goods purchased via this website are of satisfactory quality and fit for all purposes for which goods of that kind are commonly supplied.

### **4 Liability**

- 4.1 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.
- 4.2 Leatherhead will not be held responsible for any delay or failure to comply with Leatherhead's obligations under these conditions if the delay or failure arises from any cause which is beyond Leatherhead's 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 Leatherhead's reasonable control.
- 4.3 Subject to clauses 4.1 and 4.2 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.
- 4.4 Leatherhead hereby excludes to the fullest extent permitted by the applicable law all other warranties, conditions or representations of any kind, express or implied.
- 4.5 Nothing in these Terms and Conditions limits or excludes our responsibility for fraudulent representations made by Leatherhead or for death or personal injury caused by Leatherhead's negligence or wilful misconduct.

### **5 General**

- 5.1 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.
- 5.2 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.
- 5.3 Leatherhead values and respects your privacy and is committed to protecting your personal data. For more information, please go to Leatherhead's [privacy policy](#).
- 5.4 Unless otherwise expressly stated in these Terms and Conditions, all notices from you to Leatherhead must be in writing and sent to the contact address set out below either by post, facsimile transmission or electronic mail and all notices from Leatherhead to you will be displayed on this website from time to time. You agree that all arrangements, notices or other communications that Leatherhead provides to you electronically satisfy any legal requirement that such communications must be in writing.
- 5.5 These General and Specific Terms and Conditions and any documents expressly referred to in them represent the entire agreement between Leatherhead and you in relation to the subject matter of these Terms and Conditions and supersede any prior agreement, understanding or arrangement between Leatherhead and you whether oral or in writing.
- 5.6 Any statements made, any services provided on this website or contracts concluded for the sale of Leatherhead's 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 Leatherhead and you is English.

## **Specific Terms and Conditions of Ordering and/or Sale of Research and Publications,**

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

### **1 Risk and Title**

- 1.1 Any goods that you order and/or purchase will be at your risk from the time of delivery. Ownership of the goods will only pass to you when Leatherhead receives full payment of all sums due in respect of such goods ordered, including delivery charges.
- 1.2 All information provided and/or made available by Leatherhead as part of any research or publications ordered and/or 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 Rights of Cancellation or Replacement**

- 2.1 If you are a consumer, Leatherhead is under a legal duty to supply items that are in conformity with these Terms and Conditions. Nothing in these Terms and Conditions will affect your statutory legal rights.

- 2.2 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 Leatherhead 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 Leatherhead in writing.

### **3 Intellectual Property Rights**

- 3.1 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. In consideration of receipt by Leatherhead of the price of the research or publication, Leatherhead grants you a non-exclusive, non-transferable licence to use the research or publication for your benefit alone and internal use only. No external disclosure or 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 Transfers, Cancellations and Substitutions**

#### **Transfers**

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 **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.
- 1.6 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**

- 1.7 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.
- 1.8 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
- 1.9 **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**

- 1.10 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**

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

## **2 Cancellation of Courses by Leatherhead and Changes to Course Content**

- 2.1 Occasionally Leatherhead may need to change the timing, medium or content of an event, due to circumstances beyond its control. In these cases Leatherhead reserves the right to reasonably modify the event without incurring liability to you (or any delegate).
- 2.2 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.
- 2.3 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 with 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.

## **3 Travel Arrangements**

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

#### **4 Intellectual Property Rights**

- 4.1 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.
- 4.2 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.

#### **5 Confidentiality**

- 5.1 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.
- 5.2 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 and/or your attendance at such an event.
- 5.3 The obligations in this clause shall not apply to any information which you (and/or any delegate) can show was:
- 5.3.1 Already known to you or in your possession prior to its disclosure by Leatherhead free from any obligation of confidence;
  - 5.3.2 Subsequently lawfully received by you from a third party who does not owe any duty of confidence to Leatherhead;
  - 5.3.3 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
  - 5.3.4 Was subsequently independently developed by you without use of Leatherhead's confidential information.
- 5.4 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.

#### **6 Event or Training Course Materials**

- 6.1 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.

#### **7 Links to other Websites**

In order to participate in online training courses and other events, you may be required to register an account with a third-party provider and create log-in details and a password to access the course or event via a third-party website that is not owned or controlled by us and may be subject to its own separate terms and conditions and privacy policy (as available on the relevant third-party's website). Leatherhead strongly advises you to read any terms and

conditions and privacy policy of any such third-party website. Your participation in any Leatherhead online training course or event is conditional upon your registration with such third party and acceptance of any such separate terms and conditions and privacy policy that may apply.

Leatherhead has no control over, and cannot therefore accept responsibility for, the, terms and conditions, privacy policies or practices of any third-party or, the availability or functionality of any services provided by any third-party website or service through which you have accessed any online training course or other event. We do not endorse any linked website that is not part of Leatherhead's group companies. We also do not endorse any content provided by any third-party that is not part of your online training course or event. You further acknowledge and agree that Leatherhead shall not be responsible or liable, whether in contract, tort, negligence, breach of statutory duty or otherwise and whether directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on, or the availability of, or functionality of, any such third party website or services.

Leatherhead may, in accordance with its privacy policy (accessible under Clause 5.3 of the General Terms and Conditions of Sale above) provide your personal data to any third-party provider who needs to receive it in order to facilitate the provision of any online training course and other event. By purchasing a place at an online training course or other event, you consent to the disclosure of your personal data in accordance with the above.