

BRE Training: Terms and Conditions

- 1 'BRE Training' means Building Research Establishment Limited, a company registered in England and Wales No 03319324 whose registered office is at Bucknalls Lane, Garston, Watford, Hertfordshire, WD25 9XX.
'Programme' means the information programme, training course, workshop, examination and/or other event provided by BRE under the agreement.
'You' means the natural person applying to attend the programme, and where such person is a delegate on behalf of an organisation, 'You' shall refer jointly and severally to the natural person and the organisation, on whose behalf you warrant you have the authority to bind by proceeding with the application.
- 2 These Terms and Conditions constitute the entire agreement and understanding between the parties and supersede all prior agreements and understandings in respect of the programme provided by BRE that is the subject of the application. Both parties acknowledge that in entering into the agreement neither has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such agreement except as expressly stated in the agreement itself.
Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.
- 3 The applicable fees, inclusions and content of the programme shall be as described on your application form on the BRE Training website (www.bre.co.uk/training) and BREEAM training website (www.breeam.org/training). Unless explicitly specified, travel and subsistence are not included in the applicable fees. BRE reserves the right to update or adjust the fees, inclusions and content of the programme from time to time as it sees fit.
- 4 Unless otherwise specified, VAT shall be additionally applicable to any stated fees.
- 5 Reservations cannot be confirmed until payment of the fees in full (or a deposit amount where this has been expressly specified by BRE) has been received. Confirmation of allotted placement shall be sent within seven (7) working days of receipt of application and full fee (or deposit, as the case may be). BRE reserves the right to decline the registration of any applicant at its absolute discretion and shall refund any fees received in such an instance.
- 6 In the event BRE elects to accept a late registration, payment must be received in full prior to attendance of the first day of the programme.
- 7 BRE reserve the right to refuse admission in the event of failure to observe any of these Terms and Conditions, including for the avoidance of doubt the foregoing payment obligations.
- 8 Unless otherwise specified all programme events are to be held at the BRE site, Garston, near Watford, UK. Should BRE agree to provide the training at your premises or at a location you organise, you shall ensure a safe working environment in compliance with applicable law and you shall ensure the provision of all facilities as BRE may reasonably specify. BRE shall advise any important information or changes including venue location at least seven (7) days before the event.
- 9 Requests to transfer from one programme date to another must be made in writing and received by BRE with fourteen (14) or more days' notice prior to the originally scheduled programme date. You shall be liable for a re-scheduling fee of 25% + VAT of the initial programme(s) fee paid in addition to any additional fee for the new programme. Attendance must be within six months of the original programme date.
- 10 For cancellations made in writing the following refunds will apply:
 - Over 28 days before the event, a full refund of course fees;
 - 14 to 28 days before the event, a 50% refund of course fees;
 - 14 days or less before the event, no refund.
- 11 Trainee substitutions can be made without incurring a penalty provided these changes are made in writing and received by BRE at least seven (7) working days before the programme start date. If a trainee wishes to make a substitution within 7 days there will be an administrative charge of 25% of the course fee.
- 12 BRE reserves the right to cancel or reschedule the programme at its absolute discretion, and in such case shall give as much notice as reasonably practicable. Should BRE cancel the programme, an alternative date will be offered or a full refund will be made but BRE shall not be liable for any other costs or losses incurred.
- 13 BRE shall deliver the programme in accordance with its promoted description using reasonable skill and care but makes no warranty in respect of any outcomes or results.
- 14 All handouts, materials and examinations provided to you in advance of, or during, the programme are the intellectual property of BRE and shall not be copied by you or used except in accordance with the intended purpose and all materials shall be maintained in confidence and not disclosed to third parties except with BRE's advance permission. Handouts and materials must be returned to BRE should BRE specifically request.
- 15 Qualifications gained through the successful completion of BRE training and examinations may be subject to a limited validity period.
- 16 BRE, its employees and agents agree to maintain as confidential and not to use or disclose to any third party any information derived from you without your consent except where it is necessary to enable BRE to perform the programme. Unless you request otherwise at any time, BRE may hold your contact details on its database in order to share relevant information with you in the future or to let you know about other BRE events in which you might be interested. BRE shall not sell nor disclose this information to any third party.
- 17 Except for death or personal injury caused by BRE's negligence, for fraudulent misrepresentation, or for any other liability which cannot be limited by law, the entire liability of BRE under or in connection with the Contract shall not exceed the amount which has actually been paid by you to BRE for the programme. BRE shall have no liability for delay or failure to perform any of its obligations arising from any event beyond its reasonable control nor shall BRE have any liability in any case for any loss of profits, loss of revenue, loss of goodwill or for any indirect or consequential losses.
- 18 You shall not do anything to bring BRE into disrepute and shall not use the names of, or suggest or imply an association with, BRE, Building Research Establishment, BRE Global or any other name, brand or mark used by the BRE group of companies except where BRE has provided its prior written consent and in such instances only in accordance with the guidelines or requirements specified by BRE.
- 19 If any of these Terms and Conditions or any provisions of the agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 20 The contract shall be governed by and construed in accordance with the English law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.