

## BOOKING (& CANCELLATION) TERMS & CONDITIONS

BEYOND THE BLUE LIMITED

### 1. PURPOSE

The purpose of this policy is to provide guidance and set out the terms for individual learners, clients and organisations who engage Beyond the Blue Limited's ('the company') to deliver training & qualifications or to provide consultancy services. This Policy and these Terms & Conditions apply to all commercial agreements made with Beyond the Blue Limited and its brands.

All contracts and agreements with the company and any matters arising from them are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

### 2. TERMS

- 2.1 **Open Courses** - these are courses open to individuals and held at a central location identified by the company. Individuals from different companies and organisations will attend these courses
- 2.2 **In-House Courses** - are those courses the company delivers for corporate clients and closed groups; where the whole group are usually from one organisation. Usually these take place at the client's own workplace and are not open for other individuals to join.
- 2.3 **Scheduled Course Date** - is the confirmed date on which a course will be delivered.
- 2.4 **Learner** - is an individual attending a training course.
- 2.5 **Confirmed Booking** - this is a booking accepted by the company and confirmed by the company (in writing or via email) on receipt of payment or purchase order number (for clients with an agreed credit facility). The written or email confirmation will be sent by the company to the contact details provided by the client and confirms the booking; failure of technology or external carriers affecting the receipt of the booking confirmation, does not affect the 'confirmed' status of the booking.
- 2.6 **Learner Packs** - pre-course materials sent out by post to learners, clients and organisations. These packs may include, joining letters, joining instructions, course identity requirement instructions, course workbooks / handbooks.
- 2.7 **Awarding Body** - an external company or organisation which accredits a course or an examination. The company mainly uses the BIIAB to accredit its training programmes; the BIIAB in turn complies with the strict requirement for an awarding body set out by Ofqual.
- 2.8 **List Fees** - these are the costs / fees associated with a course or service as listed by the company directly through an official publication, such as the company website, marketing materials etc.
- 2.9 **Direct Booking Platform** - a facility or process in which a booking is made directly with the company. The company operates three primary booking platforms: online through the website;

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orders / bookings taken by telephone; or orders accepted by electronic communication with clients with a pre-agreed credit facility.

**2.10 External Booking Platform** – the company has agreements in place for a number of third-party non-affiliated companies / organisations to market and sell its courses and services. We also accept bookings from third-party companies / organisations who subcontract training / services to Beyond the Blue Ltd. In these cases, our contract is with the third-party company / organisation who operate the External Booking Platform not with the client / learner directly.

**2.11 Time Package** – this is applied to a standard consultancy service fee packages. Where standard fees are applied, a standard period of time is allocated to that consultancy service based on the usual time it takes to deal with such service.

**2.12 Force Majeure** - means any event which the company or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

**2.13 Contract to Act** – for most consultancy services, the company will issue a client with a ‘contract to act’. This serves two purposes;

- It serves as a contract between the client and the company
- It serves as evidence for the relevant authorities, to demonstrate that the company has been given the client’s consent to act on their behalf in relation to applications and other consultancy services. This enables the company to make independent decisions and sign relevant forms on behalf of clients.

### 3. COURSE BOOKING CONDITIONS

**3.1** All course bookings are subject to these terms and conditions and any additional terms set out by other company policies and those terms & conditions.

**3.2** The number of learners able to attend an Open Course is determined by the company in advance and limited by the company’s quality assurance procedures.

**3.3** Places on open courses are allocated on a confirmed booking basis. Once all the available places have been booked no further bookings will be accepted

**3.4** Very occasionally courses are overbooked; for example, when multiple bookings come in from different booking platforms at the same time and before we can close the relevant booking facility. Where such an occurrence takes place, the company will identify which learner(s) will be accepted and inform the others of the over-booking. Anyone who misses out as a result of such unfortunate circumstances, will be offered the option to attend a different course date or to receive a full refund.

**3.5** A booking must be accompanied by either a cleared payment, signed official purchase order (from clients with whom a pre-approved credit facility has been agreed) or a completed electronic booking form. See Section 6 for Payment Details.

**3.6** The company will confirm a booking by sending a ‘booking confirmation’ email or letter. Please note; the automated confirmation email sent from online bookings is considered an ‘acknowledgement’ email confirming the payment, only once the subsequent ‘Booking

Confirmation Email' is sent is the booking deemed 'Confirmed' and subject to the booking terms & condition.

- 3.7 Booking confirmations will state the course date, start & finish times, location, identity requirements and your booking reference.
- 3.8 A contract will exist as soon as a booking is confirmed; these booking conditions form part of the client's contract with us.
- 3.9 Subject to availability, the company will accept bookings on open courses until 17.00 on the day before a scheduled course. On courses where the awarding body requires pre-registration of learners, registration will close 24 hours prior to the course date.
- 3.10 Where a course usually includes a learner pack being sent out in advance of a course, learners attending a course booked less than 3 working days before a scheduled course date, will have those workbooks / handbooks provided on the day of the course, rather than in advance. All other documents usually sent with the learner pack will be sent electronically via email. No refunds are made in respect of any disadvantage or perceived disadvantage as a result of not receiving these workbooks / handbooks in advance.
- 3.11 Electronic versions of some course handbooks / workbooks may not be available due to the copyright of the authors and therefore the company will only provide hard (paper) copies of these by post.
- 3.12 Where a client requires learner packs be sent out by next day delivery or to a destination outside of the UK, additional postage fees will apply.
- 3.13 No claim can be made against the company for any course materials not received via the post or email prior to a scheduled course date. The company cannot be held accountable for any delay or loss by Royal Mail (or any other delivery / courier company) or any failure in electronic communication.
- 3.14 If a client does not receive a confirmation email from us within 2 working days of their payment or official purchase order being submitted, it is their responsibility to contact the company to check on the status of the booking.
- 3.15 Learners registered for a course or service, who will be under the age of 18 at the time the course is delivered, must notify the company and provide the written permission (this can be done by signing of the booking form) of the parent or legal guardian.
- 3.16 Learners & clients are responsible for the accuracy of all administrative details when registering for the course or service and during all administrative processes relating to the course or service being provided. Errors and omissions may result in replacement certificate costs, delays or examinations being declared void by company or the relevant awarding body.
- 3.17 Courses and services are delivered in accordance with the following company policies:
  - Equal Opportunities Policy
  - Disability Policy
  - Health & Safety Policy
  - Conflict of Interest Policy
  - Malpractice & Maladministration Policy

- Data Protection & Privacy Policy
- Quality Assurance Manual

All policies are available to view either on the company website or on demand from the address listed in Section 15 of this policy

#### 4. COURSE COSTS

- 4.1 List fees for courses are inclusive of all tuition required to complete the course. Where any of the following are required for completion of a course / qualification, the list fees also include:
- Course handbook or workbook
  - Course handouts given out on the day of the course
  - Examination & certification
- 4.2 Course fees are quoted exclusive of vat unless specifically stated.
- 4.3 The list fee does not cover items such as, but not exclusive to; travel, parking, any overnight accommodation, refreshments (some complimentary refreshments may be provided during courses), meals, replacement of lost course handbooks.
- 4.4 Additional fees will apply for additional optional services such as the Personal Licence Application Service. These additional optional services must be specified by the client and will not automatically applied to bookings.
- 4.5 Where the company delivers in-house training, additional fees may apply for travel and overnight accommodation where required. This is always agreed with the client in advance and quoted alongside the list fees.
- 4.6 Where a discount is applied through a specific direct booking platform (such as online) this discount will not automatically be applied or offered through other booking platforms (such as telephone bookings)
- 4.7 Discounts and promotions are governed by the separate 'Discounts & Promotions Terms & Conditions'
- 4.8 External booking platforms, may use different list fees to those of the company or those used on direct booking platforms. External booking platforms may apply their own booking fees and surcharges; therefore the overall fees may be greater than those booked through direct booking platforms. No refunds or partial refunds will be made if a client finds a cheaper option once a booking has been confirmed.
- 4.9 Where a booking is made through an external booking platform, the contract for those services is between the client and the company operating that external booking platform and not with the Beyond the Blue Limited. Beyond the Blue Limited accepts no liability for such bookings and any claims in relation to these bookings must be taken up with the company who operate the external booking platform.

## 5. COST OF CONSULTANCY SERVICES

5.1 List fees for services are by their nature flexible and cannot be considered all-inclusive. The company lists the fees of a 'standard package' which incorporates the standard fees we charge if the consultancy service and includes:

5.1.1 Time required to obtain the relevant information from the client

5.1.2 Giving of expert advice to client in respect of the application

5.1.3 Development of the application proposal

5.1.4 Completion of all application forms

5.1.5 Consultation on plans / drawings. Additional fees may apply if the provision of complex drawing are required.

5.1.6 Production of public notices

5.1.7 Standard time package; see point 5.3.1

5.1.8 Telephone & email negotiations with responsible authorities. Subject to the time package allocated.

5.1.9 Checking service for successful application

5.2 Fees are quoted exclusive of vat unless specifically stated.

5.3 The list fee does not cover items such as but not exclusive to:

5.3.1 Additional time required to the standard time package; for example where meetings are required for negotiations with responsible authorities or interested parties or site visits. The nature of the consultancy services we offer means that they can be unpredictable and while the majority follow a similar pattern which allows us to quote standard fees, occasionally unpredictable / unavoidable complications caused by external parties, can result in significant additional time being required to complete, for example, an application. Additional fees would be applied in line with the terms set out in point 5.4.

5.3.2 Publication of notices such as newspaper notices.

5.3.3 Local Authority Fees associated with an application.

5.3.4 Travel & overnight accommodation.

5.3.5 Additional processes, such a licensing committee hearings, magistrates court appeals etc. The company will always endeavour to complete applications successfully at the initial application stage. However, where a satisfactory outcome cannot be achieved and further processes are required, additional fees will be applied as per the list of fees. These processes will be considered as distinct consultancy services in accordance with this policy and these terms & conditions.

5.4 Where additional fees may be applied these are always discussed and agreed with the client in advance of the work being carried out.

5.5 External booking platforms, may use different list fees to those of the company or those used on direct booking platforms. External booking platforms may apply their own booking fees and surcharges, therefore the overall fees may be greater than those booked through direct booking

platforms. No refunds or partial refunds will be made if a client finds a cheaper option once a booking has been confirmed.

5.6 Where a booking is made through an external booking platform, the contract for those services is between the client and the company operating that external booking platform and not with the Beyond the Blue Limited. Beyond the Blue Limited accepts no liability for such bookings and any claims in relation to these bookings must be taken up with the company who operate the external booking platform.

## 6. PAYMENT METHODS

6.1 Accepted methods of payment are;

- Credit or Debit Card (except American Express & Diners)
- Bank Transfer by prior agreement, paid in advance of the course date or service being provided
- Bank Transfer for clients with pre-agreed credit facility
- Cheque made payable to Beyond the Blue Limited for clients with a pre-agreed credit facility
- Cash by prior arrangement. The company will only accept cash if no other reasonable option is available.

6.2 Terms of payment for clients with a pre-agreed credit facility are strictly within 28 days. We reserve the right to add interest & fees associated with the collection of outstanding monies to overdue accounts and to back-date these to the due date of the invoice.

6.3 By booking a course or service, all clients agree to the payment terms set out in in this policy and agree to abide by the terms & condition of the company.

6.4 Clients seeking longer payment terms must agree these in advance of the booking being confirmed.

6.5 Clients with an agreed credit facility must provide an Official Purchase Order Numbers for payment on receipt of invoice. Where no such system is in place, the company will use the name of the individual booking the course or service or the name of the learner as the Purchase Order Number.

6.6 Clients can apply for a credit facility with the company in writing or verbally with an authorised officer of the company. Further credit checks may be required to confirm the facility if a credit line of greater than £1000 is required. A credit facility is confirmed when the company confirms a booking with a vat invoice.

6.7 A vat invoice will be supplied with all bookings. Duplicate copies can be requested up to 18 months after the initial issue. Invoices issued for credit accounts will confirm the date of the invoice as well as the 28-day payment terms and the final date for payment.

## 7. COURSE – CLIENT CANCELLATIONS & REFUND POLICY

7.1 Any request for a cancellation or refund must be made in writing (or by email) to the contact details provided in section 15 of this policy. The request must quote the online order number or



the company booking reference. Cancellations will only be accepted if received from the individual who made the original booking.

7.2 Once a booking has been confirmed, the client is bound by the following terms of cancellation:

- 7.2.1 Any cancellation made within the first 24 hours after the booking has been confirmed by the company, will offered a 100% refund; subject to points 7.2.5. This will not apply when the booking is for a course, whose confirmed start time is less than 24 hours after the cancellation request is received by the company.
- 7.2.2 Any cancellation made more than 1 calendar month prior to the confirmed course date will, be offered a 75% refund; subject to point 7.2.5.
- 7.2.3 Any cancellation made more than 14 days, but less than 1 calendar month, prior to the confirmed course date will, be offered a 50% refund; subject to points 7.2.5.
- 7.2.4 Any cancellation made more than 7 days, but less than 14 days, prior to the confirmed course date will, be offered a 25% refund; subject to points 7.2.5.
- 7.2.5 Any refund offered will be calculated based on the fee paid by the client, less any fees already incurred by the company in relation to the booking. These may include the costs of course workbooks / handbooks sent out, examination registrations fees, travel expenses, training room bookings and similar expenses in relation to the booking. The company will not be bound to provide evidence of these fees which may carry commercially sensitive information.

7.3 No refund will be issued in any of the following cases:

- 7.3.1 A cancellation made less than 7 days prior to the confirmed course date, with the exception of those which meet the criteria set out in point 7.2.1
- 7.3.2 When learners or clients fail to attend the confirmed course date.
- 7.3.3 When learners fail to provide the required identity documents to enable them sit an accredited examination.
- 7.3.4 When learners fail an examination associated with an accredited course.
- 7.3.5 When learners fail to attend all sessions required to complete a course and therefore do not receive a certificate of attendance or qualify to sit the associated exam.
- 7.3.6 When a learner fails to engage with training or fails to demonstrate sufficient comprehension of the subject to the tutor, and where the tutor subsequently refuses to issue that learner with a certificate of attendance.
- 7.3.7 Where the behaviour of a learner fails to meet the standards accepted by the company and results in them being excluded from a course.
- 7.3.8 Where the client books onto the wrong course. The company will make every effort to ensure accurate information is provided, but it remains the client's responsibility to ensure they are booked onto the correct course for their requirement.
- 7.3.9 Where the learner or client is ineligible to attend a course or ineligible for a qualification. Learners and clients are responsible for ensuring they are eligible to attend the courses they book and meet the criteria required in order to complete those courses and associated examinations.

- 7.4 The company reserves the right to refuse access or remove learners it deems to have breached the codes of practice or who acts in a disruptive or threatening manner towards any other person.
- 7.5 These terms apply to all courses booked
- 7.6 Refunds will be processed within 31 days of the request being agreed by the company.

## **8. TRANSFER OF LEARNER'S REGISTRATION**

- 8.1 A client may transfer the name of a registered learner, to another eligible person's name on agreement with the company. Requests for a transfer must be made in writing or by email to the address listed in section 15 of this policy.
- 8.2 The transfer of a learner's name will not be considered as accepted, until such time as the company confirms the change in writing or by email to the client.
- 8.3 A transfer of registration received by the company more than 7 days in advance of the course date will be made without any additional fees being incurred
- 8.4 Transfers of registration received less than 7 days prior to the confirmed course date, will be subject to a £25 + vat administration fee.
- 8.5 No transfers are accepted within the 24 hours of the start time of the confirmed course.

## **9. EXAM RE-SIT - TERMS**

- 9.1 The company has no liability where learners fail to attain a set score in an examination to achieve a 'pass' and be awarded a qualification / certificate.
- 9.2 The company will offer any learners who fail the exam the opportunity to re-sit the exam (and the course if they so wish) a minimum of one time; subject to availability.
- 9.3 The location of the exam re-sit may not be the same as the location the original exam was undertaken.
- 9.4 An additional fee will be applied to all examination and course re-sits. The cost of a re-sit will be advised upon enquiry. While the company does not expressly seek to profit from those people re-sitting exams, no break-down of the re-sit cost will be provided to clients, as these may include commercially sensitive information.
- 9.5 The automatic right to re-sit an exam and the reduced costs of a re-sit will be withdrawn if the re-sit is not completed within 3 calendar months of the original exam taken.

## **10. SERVICES – CLIENT CANCELLATIONS & REFUND POLICY**

- 10.1 Any request for a cancellation or refund for an agreed consultancy service must be made in writing (or by email) to the contact details provided in section 15 of this policy. The request must quote the online order number or the company booking reference. Cancellations will only be accepted if received from the individual who made the original booking.
- 10.2 Once a booking has been confirmed or a 'contract to act' signed, the client is bound by the following terms of cancellation:



- 10.2.1 Any cancellation made within the first 24 hours after the booking has been confirmed by the company, will offered a 100% refund; subject to points 10.2.2.
- 10.2.2 Any refund offered will be calculated based on the fee paid by the client, less any fees already incurred by the company in relation to the booking. These may include the costs of time incurred, licensing authority fees, Disclosure Scotland or D.B.S. fees, newspaper notice fees, plan development costs, registrations fees, travel expenses, accommodation and similar expenses in relation to the booking. The company will not be bound to provide evidence of these fees which may include commercially sensitive information.
- 10.2.3 Once a booking has been confirmed or a 'contract to act' signed in respect of agreed consultancy service, no refund will be made with the exception of those described in 10.2.1.
- 10.2.4 Where a payment has been made in respect of agreed consultancy services, which are subsequently cancelled by the client and the paid fee includes as yet unpaid third party payments, those payments will be refunded in full to the client. These third-party fees are limited to: licensing authority fees, Disclosure Scotland fees, newspaper notice fees and external Premises Licence Plan development costs. The company will not be bound to provide evidence of these fees which may contain commercially sensitive information.
- 10.3 No refunds are offered where applications are unsuccessful
- 10.4 No refunds are offered where external factors affect the outcome of an application or service offered by the company. These may include criminal activity such as vandalism / fraud, failure of a third party service provider or force majeure.
- 10.5 All deposits paid for consultancy services are 100% non-refundable in the case of a client cancelling the booking.
- 10.6 Any consultancy service which requires the client to provide additional information in order to initiate or complete that service, will be deemed to be cancelled by the client, if the requested information is not received by the company within the first 6 calendar months after the first request for information has been sent to the client by the company. No refunds will be issued in these instances and new fees will apply if the client wishes to restart the process.
- 10.7 Clients are responsible for the supply of accurate information. Where the information supplied by the client is inaccurate or incomplete and leads to failed application, delays or additional work / time being required, additional fees may apply to complete the service. Where additional fees apply, these will be agreed with the client in advance. Where agreement on the additional fees cannot be agreed, the provision of services will be ended and all original fees agreed will apply.
- 10.8 Refunds will be processed within 31 days of the request being agreed by the company.

## **11. COURSE & SERVICES – COMPANY CANCELLATIONS & REFUND POLICY**

- 11.1 The company reserves the right to cancel or postpone courses, change course location and substitute trainers in the event of unforeseen circumstances or insufficient registered learners. Every effort will be made to ensure that participants of cancelled courses are placed on the next available course.
- 11.2 Where a course is cancelled by the company or the location changed and the learner / client elects not to be placed on the next available course, a full refund of the fee will be issued upon

request. The company shall not be liable for any other consequential loss incurred by the learner or the client; such as travel costs, overnight accommodation costs, perceived loss of income or similar.

- 11.3 Where an awarding body cancels or removes a qualification from its approved list, the company will refund the full fee for any learners already booked onto such courses.
- 11.4 Where the company has its approval to deliver courses removed by an awarding body, the company will issue a full refund to any learner registered to attend any such course.
- 11.5 The company will have no liability where a learner is booked onto the wrong course and refunds will only be issued in this case in line with this policy; particularly Point 7.
- 11.6 The company has no liability where future changes in English & Welsh, Scottish, Northern Irish, British or European Law render qualifications invalid or where such change in law or accreditation, results in a qualification being superseded. The company has no liability when such changes affect work undertaken or advice given by the company.
- 11.7 The company reserves the right to change the content of courses and services to meet our needs and the needs of the client without notice. Consultation and communication with the client(s) will be entered into where possible & practicable.
- 11.8 Except where otherwise expressly stated in these booking conditions, the company cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or a client otherwise suffers any damage or loss as a result of, 'force majeure'.
- 11.9 Refunds will be processed within 31 days of the request being agreed by the company.

## 12. INFORMATION, BROCHURE AND WEBSITE ACCURACY

- 12.1 The information and prices shown on the company websites and in our literature / brochures are subject to change. Whilst every effort is made to ensure the accuracy of this information at the time of publishing, regrettably errors do occasionally occur and fees are occasionally reviewed. It is therefore the responsibility of the client to ensure they check all details of their chosen course / service (including the price) with the company at the time of booking.

## 13. LIABILITY AND ACCOUNTABILITY

- 13.1 The company accepts no liability for the actions of any individual / client following their training or where the company has offered individuals / clients advice, either on a paid or unpaid basis. This includes any actions which fall outside of the English Law, European Law or the jurisdiction of the country / territory in which they operate and leads to actions including civil or criminal proceedings against them or a third party; financial loss; business interruption; injury or liability to themselves or a third party.
- 13.2 English Law & European Law takes precedence over any advice / guidance given by the company or its representatives and we demand that anyone following advice / guidance received from the company keep their actions within the law of the English, Welsh & European Courts at all times. We will not assume any liability for any actions that place individuals, companies and organisations outside of English & Welsh or European Law or the jurisdiction of any other country in which they operate.

- 13.3 Bookings are accepted on the understanding that all persons taking part in activities, courses and services are normally in good health and able to fulfil the physical demands of the chosen course / service. Clients must notify us of any injuries or special requirements which could affect an individual's ability to take part in the activities demanded by the course or which will place them at any additional risk through these activities.
- 13.4 In the interests of safety, clients must follow the guidance in our notes, as well as that provided by anybody on our behalf; comply with any local codes of conduct, comply with the law, and act sensibly and prudently at all times.
- 13.5 All courses are taught in English. Learners whose first language is not English should note that they are required to be proficient in written and spoken English and be able to participate in group discussions and presentations in English.
- 13.6 When a client books with the company, they accept responsibility for any damage or loss they cause. The client will be responsible for meeting any claims subsequently made by us and against us (together with our own and the other party's full legal costs) as a result of their or the actions of their employees / learners.
- 13.7 The company and its representatives expect all clients and individuals to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, a client or any member of a client's party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, the company or its authorised representative are entitled, without prior notice, to terminate inclusion in any course or service of the person(s) concerned.

In this situation, the person(s) concerned will be required to leave the premises, venue, accommodation or other area. The company will have no further responsibility toward such person(s) including any returns or refunds. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## 14. OUR LIABILITY TO YOU

- 14.1 The company will make every effort to ensure that the arrangements we have agreed to make, perform or provide, as applicable as part of the company's contract with you, are made, performed or provided with reasonable skill and care.

Please note it is your responsibility to show that reasonable skill and care has been used by you at all times. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

- a. the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- b. the act(s) and/or omission(s) of a third party not connected with the provision of your course/service and which were unforeseeable or unavoidable or
- c. 'force majeure' as defined above (Point 2.12).

14.2 The company cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which a training facility or any other supplier agrees to provide for the company or the client, where the services or facilities are not advertised in our brochure or on our website and we have not agreed to arrange them.

In addition, regardless of any wording used by us on the company's website, in any of our literature / brochures or elsewhere, the company only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

14.3 Please note, the company cannot accept any liability for any damage, loss, expense or other sum(s) of any description which on the basis of the information given to the company by a client concerning their booking prior to the company accepting it, the company could not have foreseen the client would suffer or incur if we breached our contract with the client or which did not result from any breach of contract or other fault by the company or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses.

## 15. CONTACT DETAILS

All requests for cancellations and refunds must be made in writing. The company considers acknowledged electronic communication via email as acceptable form of written communication.

### Register Office Address:

Beyond the Blue Limited  
92 Vegal Crescent  
Englefield Green  
Surrey TW20 09QF

**Telephone:** + (44) 01784 434 392

**Email:** info@btbl.co.uk

## 16. ADDITIONAL NOTES

16.1 The company may choose to waive these terms & conditions or parts of this policy, on an individual basis. Any such decision does not set a precedent for any future booking(s) or change an existing booking; which will still be bound by this policy and these terms & conditions.

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