

Terms & Conditions

WEBSITE TERMS & CONDITIONS

FOR ACCESS TO AND USE OF THIS WEBSITE AND OF THE SERVICES OFFERED VIA THIS WEBSITE BY POUJOLAT UK LTD

1. Preamble

Poujoulat UK LTD (hereinafter referred to as "Poujoulat") provides the information and services offered to you via this website (hereinafter referred to as "the services") subject to the terms and conditions set out herein. By accessing the Poujoulat training website (hereinafter referred to as "the website") and/or using any of the services offered via the website from time to time you shall be deemed to have agreed to all the terms and conditions set out herein. Poujoulat may at any time and at its absolute discretion modify these terms and conditions without notice and accordingly, your continuing access to and/or the continuing use by you of the website will be subject to the terms and conditions in force at the time of such access and/or use. Accordingly you agree to review these terms and conditions periodically, and that by continuously accessing the website and/or continuously using any of the services offered via the website from time to time you shall be deemed to have agreed to all the terms and conditions as set out herein at the time of such access and/or use. Terms and conditions relating to special offers, which are, from time to time, contained elsewhere on the website, shall, to the extent that those terms and conditions conflict with the terms and conditions contained herein, take precedence over the conflicting provisions contained herein. If you do not agree to these terms and conditions please do not use the website.

2. Content of the Website

Whilst every effort is made to update the information provided on the website on a regular basis, Poujoulat makes no representations or warranties, whether express, implied, in law, or in equity or otherwise, as to the accuracy, completeness, correctness or reliability of information contained on any of the pages comprising the website and to that effect shall not in any manner be bound in any manner by or otherwise be held responsible for any inaccuracy, incompleteness, non-correctness or unreliability of information contained on the website or any of the pages comprising the website. Poujoulat reserves the right at any time to change or discontinue without notice, any aspect, feature or service offered by way of the website. No opinions, information, data or content contained on the website shall be construed as legal or other professional advice and some are offered for information purposes only. Poujoulat gives no warranties and makes no representations as to the accuracy, completeness, correctness or reliability of any such opinions, information, data or content.

3. Copyright and Intellectual Property Rights

Copyright and all intellectual property rights of, in or in connection with all materials made available through the website (including but not limited to information, texts, graphics, images, links, sounds and all other information and software published or otherwise contained in the website) are, unless otherwise stated, the exclusive property of Poujoulat who is the lawful user thereof and are protected by both national and international intellectual property right laws. Accordingly, any unauthorised copying, reproduction, transmission, display, distribution, dissemination, sale, publication, or other circulation or exploitation of such material

as aforesaid or any component thereof in any form or by any means will constitute an infringement of such copyright and other intellectual property rights. The trademarks, names, logos, service marks and related proprietary property (hereinafter collectively referred to as "the trademarks") displayed on the website are registered and unregistered trademarks of Poujoulat who is, unless otherwise stated, the exclusive owner and the lawful user of the trademarks. The trademarks are protected by both national and international trademark, passing-off and other laws and may not reproduced, copied or otherwise used in any form or by any means. Nothing contained on this website should be construed as granting any licence or right to use any such copyrights or other intellectual property rights or the trademarks without the prior written permission of Poujoulat.



The materials on Poujoulat.training, by Poujoulat (UK) Ltd, are licensed under a [Creative Commons Attribution 4.0 International License](http://creativecommons.org/licenses/by/4.0/).

Please follow this link to find out more -
<http://creativecommons.org/licenses/by/4.0/>

4. External Links

External links may be provided for your convenience only, but they are beyond the control of Poujoulat and accordingly no statement or representation is made nor any warranty or guarantee is provided by Poujoulat as to the accuracy, completeness, correctness or reliability of their content. Use or reliance on any external links provided is at your own and exclusive risk. When visiting external links you must refer to that external website's terms and conditions of use. No hypertext links shall be created from any website whether controlled by you or otherwise to the website without the express prior written permission of Poujoulat.

5. Children

If you are under 18 years of age, you may use the website only under the supervision of a parent or guardian. If you represent that you are of sufficient legal age to use the website you will be bound by any legal obligations and liabilities that you may incur as a result of accessing or using the website and the services. You agree to supervise all usage of the website by any minors under your name or account.

6. Verification

You acknowledge and agree that Poujoulat shall be entitled to establish the authenticity of any communication transmitted to it by way of or otherwise through the Internet which purports to emanate from you. You agree that all instructions, consents, commitments, reservations and any other communications which purport to emanate from you and which are sent to Poujoulat by way of or otherwise through the Internet and which may (as a result of, inter alia, interception, equipment malfunction, the distortion of communication links or any other reason whatsoever) be different from the details actually sent or given, or may not have been given by you at all, shall be deemed to have been given by you in the form and content actually received by Poujoulat and you will be bound by such details with no liability of whatever nature attaching to Poujoulat in connection thereto.

You waive all and any rights you have or may have or otherwise obtain against Poujoulat arising directly or indirectly from any loss or damage of whatsoever nature which you may suffer as a result of the fact that Poujoulat acts on your instructions or instructions purported to emanate from you. You hereby agree to indemnify

Poujoulat against all and any claims, liabilities, losses, costs, fines, damage and expenses incurred (whether directly or indirectly), arising as a result of the fact that Poujoulat has acted on your instructions or instructions which purport to emanate from you.

7. System Availability

Poujoulat will use reasonable endeavours to maintain full system availability subject to the terms and conditions contained hereto, except during scheduled maintenance periods. Notwithstanding the above, Poujoulat may make changes and/or improvements to the features, functionality or content of the website at any time without notice.

8. Warranties & Disclaimers

You warrant and guarantee that every instruction and all information given by you to Poujoulat shall be accurate, true and correct.

Poujoulat makes no representations or statements and provides no warranties, or guarantees (whether express, implied, in law or in equity or otherwise) regarding the website, any services provided via the website or the suitability of any of the services for a particular purpose. As Poujoulat provides certain services to you via the Internet, Poujoulat makes no representations, nor gives any warranties or guarantees of any nature as to the availability of any communications network or systems of any third party on whom or on which you may rely on to request the provision of any of the services or Poujoulat may rely on to provide any of the services.

Poujoulat shall not be responsible for and disclaims all and any liability for any loss, liability, damage (whether direct, indirect, special, incidental, punitive, consequential or otherwise and including without limitation loss of profits, loss of earnings, business interruption or loss of information), personal injury or expense of any nature whatsoever which may be suffered by you or any third party as a result of or which may be attributable, directly or indirectly, to using of or relying on any information provided on or via the website or any pages of the website, any e-mails sent to, from, via or in connection with the website, any services provided via the website or Poujoulat, any viruses that may infect your computer or other property on account of your access to and/or use of the website, use of content, data or information made available via the website, any failure, delay or unavailability of the website or any services offered via the website for any reason whatsoever and the supply, or failure or delay in supplying any of the services offered via the website and you agree to indemnify and hold harmless Poujoulat in respect of any loss, liability, damage (whether direct, indirect special, incidental, consequential, punitive or otherwise and including without limitation loss of profits, loss of earnings, business interruption or loss of information), personal injury or expense of any nature whatsoever, which may be suffered by you or any third party as a result of or which may be attributable to, directly or indirectly, any of the aforesaid.

Any delay or failure of Poujoulat to comply with or breach of any of these terms and conditions or agreements if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea (including tsunamis), flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of Poujoulat, will not be deemed to be a breach of these terms and conditions or agreements nor will it subject Poujoulat to any liability to you for as long as any such force majeure event persists.

Notwithstanding the generality of the above provisions, Poujoulat makes no statements or representations and provides no guarantees or warranties as to the continuing or uninterrupted access to or use of the website or the services or any other facility provide by or via the website.

9. Security

The website is viewed over a secured connection. Any information provided by you on the website cannot be viewed by anyone else over the Internet. When you decide to make a purchase all information is 128bit encrypted according to the SSL (Secure Sockets Layer) technology. This technology automatically encrypts your information before it is sent to Poujoulat. It also encrypts any information Poujoulat returns to you. SSL is widely used and is trusted as providing the highest level of protection of data between you and Poujoulat server. For more information on SSL visit Netscape's website. SSL only works with SSL enabled browsers and does not encrypt email.

10. Miscellaneous Provisions

These terms and conditions do not constitute any agreement or relationship of joint venture, partnership, employment or agency or any fiduciary relationship between the parties.

These terms and conditions shall be governed by and construed in accordance with the laws of England. Any action or other form of proceeding brought by any party against the other party arising out of or in connection with these terms and conditions shall be brought before the District Court of the District in which the registered office of Poujoulat is situated and the parties hereto submit to the exclusive jurisdiction of such court for the purposes of any such action or proceeding.

You may not assign any of these terms and conditions or any of your rights or obligations hereunder without the prior written consent of Poujoulat, which consent shall be given or withheld at Poujoulat sole discretion.

The titles and subtitles contained herein are used for convenience only and shall not limit or otherwise affect or be used in the construction or meaning of any terms or provisions hereof. If any provision hereunder is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions contained herein shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

In construing the provisions hereunder, an ambulatory and not a static, approach shall be followed. These terms and conditions constitute the entire agreement of the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and, except as otherwise expressly provided herein, are not intended to confer upon any other person any rights or remedies hereunder.

10. Contact

By joining the Poujoulat Training Website, you are agreeing to be contacted by Poujoulat UK LTD to discuss products and services offered by Poujoulat.

We use your personal data for the following purpose:

- To administer the online training you have signed up for. Without your personal data, we are unable to register and administer the online training.

The legal basis for processing your personal data is:

- For the legitimate interests of Poujoulat UK Ltd, except where such interests are overridden by the interests, rights or freedoms of the data subject.
- We have a legitimate interest in processing your data in order to administer the online training.

Sharing your personal data –

Your personal data will be treated as strictly confidential, and will be shared only with Poujoulat UK Ltd.

How long do we keep your personal data?

We will keep your personal data for no longer than reasonably necessary and we only retain your data until you delete your online account.

POUJOLAT UK LTD TERMS OF BUSINESS TERMS & CONDITIONS

1. Definition

1.1 - 'Poujoulat' means Poujoulat UK Limited whose registered office is at Unit 1, Quadrum Business Park, Old Portsmouth Road, Guildford, GU3 1LU.

1.2 - Poujoulat UK Limited company registration number is 2030807.

1.3 - 'Contract' means the contract for provision of services by Poujoulat to the customer.

1.4 - 'Customer' means the company or person procuring services from Poujoulat.

1.5 - 'Intellectual Property Rights' means any service or trademark, copyright, design, or other industrial or intellectual property right.

1.6 - 'Order' means the written order sent by the customer for the supply of services by Poujoulat and includes purchase orders, faxes, emails and all other forms of written confirmation sent either electronically or post.

1.7 - 'Services' means the subject matter relevant to the order or contract.

1.8 - 'Terms' as set out in this document.

2. Order Acceptance

2.1 - No contract will exist until an order has been accepted in writing by Poujoulat. Acceptance can be emails, course joining instructions, preforma invoice or invoice.
2.2 - No terms set out in any other communication or document shall amend or exclude any of these terms except for those consented in writing by Poujoulat.
2.3 - Where Poujoulat is acting in an 'agent' capacity for services delivered by a third party organisation, the customer accepts that the ultimate liability for the services delivered rest solely with that third party organisation. The customer accepts that Poujoulat will endeavor to manage their responsibilities as a booking agent, but will not hold PPL responsible or any loss or damage caused by the third party organisation that provided the service(s) where Poujoulat acted as an agent.

3. Prices

3.1 - Prices quoted do not include VAT.
3.2 - Prices quoted will be Poujoulat current prices.
3.3 - Poujoulat reserves the right to review prices prior to the commencement of any contract.

4. Payment

4.1 - Payment will be due in full upon receipt of invoice which will be issued prior to or on the course commencement date.
4.2 - In order to ensure correct allocation of funds it is the customers' responsibility to ensure that remittance advice is supplied to Poujoulat.
4.3 - Where a customer fails to pay before the course (if applicable), the place will be forfeited and the cancellation terms applied.
4.4 - Where a credit agreement is in place, invoices are due for payment within those agreed terms. Payment terms will be displayed on all invoices.
4.5 - Punctual payment of invoices and other amounts payable is part of the customers' contractual obligations.
4.6 - Failure to pay an invoice within the agreed timescales will result in the agreement being repudiated by the customer.
4.7 - Poujoulat reserves the right to claim interest and recover any debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

5. Customer Insolvency

5.1 - Poujoulat defines insolvency as:
i. makes a voluntary arrangement with its creditors or becomes subject to an administration order, becomes bankrupt or goes into liquidation;
ii. Encumbrance takes possession, a receiver is appointed, of any of the property or assets of the customer;
iii. The customer ceases, or threatens to cease, to carry on business without prejudice Poujoulat reserves the rights to cancel any existing contract.

6. Intellectual Property

6.1 - All intellectual property rights in the services or arising from the contract shall remain with Poujoulat, unless previously agreed as part of the contract.
6.2 - The reproduction of any material provided by Poujoulat in order to perform the contract by the customer is strictly forbidden and Poujoulat will take legal action should this happen. Poujoulat would deem this as a breach of contract by the customer.

9. Customer Cancellation Clauses

9.1 – Poujoulat reserve the right to consider refunds on an individual basis, but ultimately reserve the right to not offer a refund at any time.