



## Terms & Conditions

### Product Agreement

**This agreement is between:**

- (1) **London Stock Exchange plc** a company incorporated in England with registered number 2075721 and whose registered office is at London EC2N 1HP (the "**Exchange**"); and
- (2) The person purchasing the Product from the Exchange (the "**Customer**").

#### **1 Definitions and Interpretation**

- 1.1 In this Product Agreement the following terms shall have the meanings set out below:

**Agreed Sum**

means an amount equal to 500% of the Charges paid by the Customer pursuant to an Order.

**Charge**

shall mean, in respect of a Product, the price charged by the Exchange in respect of that Product (exclusive of VAT) details of which are set out in the Price List.

**Confirmation**

shall mean an email from the Exchange confirming its acceptance of an Order.

**Force Majeure Event**

means, in relation to a party any event or circumstance:

**a** which is not reasonably foreseeable; and

**b** is beyond that party's reasonable control; and

**c** prevents or limits the ability of that party to meet its obligations under the Product Agreement.

**Order**

shall mean an order placed by a Customer to purchase a Product from the Exchange pursuant to this Product Agreement.

**Payment Terms**

shall mean the terms and conditions set out in Schedule 1 which form part of this Product Agreement.

**Product**

shall mean a place on a Seminar together with a copy of any accompanying reference materials or notes.

**Price List**

means the list of Charges published by the Exchange from time to time.

**Product Agreement**

shall mean these terms and conditions (including the Payment Terms and the Price List) which govern the sale of the Product to the Customer by the Exchange.

**Seminar**

shall mean a seminar, conference, workshop, course or such similar event organised or run by the Exchange.

**Site**

shall mean this website which allows Products to be ordered and purchased on-line.

- 1.2 the headings in the Product Agreement are for the convenience only and shall not affect the interpretation of any provision of this Product Agreement.
- 1.3 references to the words "includes" or "including" shall be construed without limitation.

#### **2 The Product**

- 2.1 In consideration of the payment of the Charge(s) the Exchange agrees to supply the Product(s) to the Customer subject to the terms and conditions of this Product Agreement.
- 2.2 The Exchange shall charge the Customer a Charge for each Product purchased by that Customer and such sums shall become due and payable as soon as the Confirmation is issued.
- 2.3 The Exchange shall reserve the Product for the Customer when it issues the Confirmation.

- 2.4 The Customer acknowledges that any copyright or other intellectual property rights of whatever nature which subsist or may subsist in any course materials shall remain the property of the Exchange or of the third party which provided the information to the Exchange.

### **3 Cancellation and Refund**

- 3.1 If the Customer cancels an Order more than 15 working days before the Seminar, the Customer will receive a refund of 100% of the Charge.
- 3.2 If the Customer cancels an Order within 15 working days of the Seminar the Exchange will use its reasonable endeavours to obtain a replacement booking. If the Exchange is successful the Customer will receive a refund of 100% of the Charges less any administrative costs incurred by the Exchange in processing the Customer's Order. However:
- a if the Customer cancels an Order between 10 and 15 working days before the Seminar and the Exchange is unable to obtain a replacement booking then the Customer will receive a refund of 50% of the Charge and he will be sent copies of any course materials; and
  - b if the Customer cancels an Order less than 10 working days before the Seminar and the Exchange is unable to obtain a replacement booking then the Customer will not receive a refund and he will be sent copies of any course materials.
- 3.3 The Exchange will use its reasonable endeavours to provide Seminars in accordance with the advertised details however the Exchange reserves the right to make such amendments as may be necessary including changes to the date, agenda, content or speakers.
- 3.4 If a Seminar is cancelled or the date is changed then the Exchange will contact the Customer to offer alternatives. If the Customer is not interested in the alternatives then he will receive a refund of 100% of the Charges. If the Customer accepts an alternative Product, the Exchange will credit or debit the Card (as may be relevant) for any difference between the original Charge and the Charge of the alternative Product.
- 3.5 The Customer may designate a substitute person to take its place in the Seminar, however, for security reasons, such substitution must be made in writing (including e-mail) at least 2 working days prior to the date of the Seminar."

### **4 Liability**

- 4.1 Neither party shall be liable to the other for any delay in performance or non-performance of its obligations under the Product Agreement to the extent that such delay or non-performance is caused by a Force Majeure Event.
- 4.2 In no circumstances (other than circumstances of fraud, dishonesty or wilful misconduct) shall the Exchange be liable for:
- a any loss or damage caused by computer viruses transmitted through the Site; or
  - b loss of profit, goodwill, business opportunity or anticipated savings suffered by the Customer as a result of any breach of duty by the Exchange whether in statute, contract or tort (including negligence).
- 4.3 Subject to Clause 4.2 the Exchange shall be liable for any loss suffered by the Customer as a result of the Exchange's breach of duty whether in statute, contract or tort (including negligence) however its liability in such circumstances shall be limited to the Agreed Sum per occurrence or series of occurrences arising from a single cause.

### **5 General**

- 5.1 Only the Customer and the Exchange shall have any rights pursuant to this contract and no person shall obtain any rights pursuant to the Contract (Rights of Third Parties) Act 1999.
- 5.2 Failure by either party to exercise any right or remedy under this Product Agreement shall not signify acceptance of the event which gave rise to such right or remedy nor shall it constitute a waiver of such right or remedy.
- 5.3 The parties acknowledge that this Product Agreement sets forth the entire agreement between the parties with respect to the subject matter covered by it and that it supersedes all prior communications and understandings whether written or oral between the parties relating thereto.
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- 5.5 The provisions of clauses 3 and 4 of this Product Agreement shall not affect the Customer's statutory rights as a consumer.

## **Schedule 1**

### **Payment Terms**

These Payment Terms form part of the Product Agreement.

#### **1 Definitions and Interpretation**

- 1.1 All words and phrases defined in the main body of the Product Agreement shall bear the same meaning herein (unless otherwise stated) and in addition in these Payment Terms the following terms shall have the meanings set out below:

**Card**

shall mean the debit or credit card used by the Customer when placing an Order.

**Customer ID**

shall mean the unique username and password to be submitted by a Customer wishing to place an Order or to view their Site account.

**Refund Notice**

shall mean an email sent to a Customer setting out details of any refund due to that Customer following cancellation of an Order in accordance with clause 6.

**Software Provider**

shall mean DataCash Ltd of 50/51 Bedford Row, London WC1R 4JH, the company providing the software and software support services for this Site.

#### **2 Use of the Site**

- 2.1 To purchase a Product via this Site the Customer must place an Order by clicking on the 'Order and Accept' box at the end of these Payment Terms.
- 2.2 Upon receipt of the Customer's Order, the Exchange shall check the details (including delivery and Card details). If the Exchange accepts the Order it will send the Customer a Confirmation which will conclude a legally binding contract for the sale and purchase of the Product in accordance with the Product Agreement.
- 2.3 Upon receipt of the Confirmation, the Customer should check the details carefully and if it contains any incorrect information, contact the Exchange immediately by e-mailing; [orders@londonstockexchange.com](mailto:orders@londonstockexchange.com).
- 2.4 The Exchange will start processing an Order once it has issued the Customer with the Confirmation.
- 2.5 Subject to the terms and conditions of the Product Agreement, the Customer acknowledges and agrees that it will not be able to vary or cancel its Order once the Exchange has commenced performance of the contract in accordance with paragraph 2.4.

#### **3 Security**

- 3.1 The Customer acknowledges and agrees that the Exchange may, without making any further enquiries, act upon any instructions received via this Site that are accompanied by the Customer's Customer ID.
- 3.2 The Customer acknowledges that it is its sole responsibility to keep its Customer ID safe and secure.
- 3.3 If the Customer becomes aware that there has been unauthorised use or accidental disclosure of its Customer ID it must notify the Exchange immediately.

#### **4 Charges**

- 4.1 This Site quotes the Charges in pounds Sterling exclusive of VAT however it also shows the VAT element separately and the total inclusive of VAT. Unless the Product is exempt VAT will be charged at the prescribed rate and the VAT will be set out in the Confirmation and itemised at the point of check-out.

#### **5 Payment**

- 5.1 To Order a Product from this Site the Customer must provide the Exchange with the Card details and authorise the Exchange to debit the Charges and any VAT from the Customer's account by charging such amount to the Card.
- 5.2 The Exchange will accept the following Cards: Visa, Switch, Delta, Mastercard and Solo Visa Delta.

5.3 If the Card issuer declines the transaction, an automatic error message will appear on the screen and the Order will not be accepted. The error message on the site will indicate what action the Customer should take.

5.4 If the Card issuer authorises the transaction, the Customer will be sent a Confirmation. The Card will then be debited for the Charge (and any applicable VAT).

## **6 Cancellation and Refunds**

6.1 If a Product is unavailable or ceases to be available, or the Customer is entitled to receive a refund for cancellation of an Order pursuant to the Product Agreement the Card will be credited for the relevant amount and a Refund Notice will be sent to the Customer

6.2 If the Customer has any complaints or queries about our cancellation and refund policies, please contact the Exchange by e-mailing: [orders@londonstockexchange.com](mailto:orders@londonstockexchange.com).

## **7 Data Protection**

7.1 To enable the Exchange to process the Customer's Order, the Customer will need to provide contact and Card details. The Exchange will pass these personal details on to the Software Provider who will process them on behalf of the Exchange. All personal data provided by the Customer will be kept secure and confidential and will only be used for the purpose of processing and implementing the Customer's Order, unless the Customer consents to the Exchange using it for another purpose.

7.2 In storing and processing the Customer's personal information for the purposes of the Product Agreement, the Exchange and the Software Provider will comply with the provisions of the Data Protection Act 1998 (and in particular the data protection principles set out in that Act). For more information, please see our [Privacy Policy](#).

## **8 General**

8.1 The Customer may access third party websites via hypertext links contained in a Site. The Exchange does not endorse or approve these third party websites and accepts no responsibility or liability for such websites.

8.2 The copying of this Site or any part of it is not permitted without the express written permission of the Exchange.