

TRAINING TERMS AND CONDITIONS

The Chambers of Robin Somerville Ltd

330 High Holborn, London WC2A 1HL | robin@robinsomerville.co.uk | 020 8242 4106

These Terms and Conditions govern the supply of all training services by The Chambers of Robin Somerville Ltd. By making a booking, you confirm that you have read, understood and accepted these Terms in their entirety.

1. Definitions

Term	Meaning
Business Day	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Confirmation	Our written acceptance of a Booking, sent to you by email.
Customer / you / your	The organisation or individual making the Booking.
Delegate	Any individual attending an Event.
Event	Any Open Course, In-House Course or Witness Familiarisation Session supplied by us.
Filming Consent	The consent to filming and photography given under clause 12.
In-House Course	A training course delivered at premises arranged by the Customer for the Customer's own staff or nominated attendees.
Open Course	A training course delivered at a venue arranged by us, open to bookings from multiple organisations.
Programme	The content, agenda and materials for an Event as described on our website or in our written confirmation.
Supplier / we / us / our	The Chambers of Robin Somerville Ltd, company number 15985946, registered at 330 High Holborn, London WC2A 1HL.
Terms	These Training Terms and Conditions as amended from time to time.
Trainer	Robin Somerville or any trainer appointed by us to deliver the Event.
Training Materials	All slides, handouts, workbooks, case studies, written materials and books supplied in connection with an Event.
Witness Familiarisation Session	A bespoke session or sessions delivered to one or more named witnesses as described in clause 7.

2. Business Customer Confirmation

These Terms apply exclusively to business customers. By making a Booking, you warrant and represent that:

- 2.1** you are acting in the course of a trade, business, craft or profession;
- 2.2** each Delegate attending the Event is doing so in the course of their employment, professional development, or in connection with a trade, business, craft or profession; and
- 2.3** neither you nor any Delegate is contracting as a consumer within the meaning of the Consumer Rights Act 2015 or any successor legislation.

We do not supply training services to consumers. If you are or become aware that any Delegate is attending in a personal capacity unconnected with a business or profession, you must notify us immediately.

3. Bookings and Formation of Contract

- 3.1** A booking is made when you complete our booking process, whether via our website, by email, or in writing.
- 3.2** No contract is formed until we send you a Confirmation. We reserve the right to decline any booking at our discretion without giving reasons.
- 3.3** The Confirmation will set out the Event, the date, the venue (for Open Courses), the number of Delegates, and the price. You must check the Confirmation carefully and notify us of any errors within 48 hours of receipt.
- 3.4** These Terms are incorporated into the contract by reference and take precedence over any terms you seek to introduce.

4. Price and Payment

- 4.1** The price payable for an Event is as set out on our website at the time of booking, or as confirmed to you in writing. Prices are exclusive of VAT, which will be added at the applicable rate.
- 4.2** Payment of the full price is required at the point of booking. Your booking is not confirmed and your place or date is not reserved until payment in full has been received.
- 4.3** Payment may be made by the methods specified on our website or booking confirmation. We reserve the right to refuse to accept bookings where payment has not been received or has been reversed, charged back or disputed.
- 4.4** If any sum payable under these Terms remains unpaid after the date on which it fell due, interest shall accrue on the unpaid sum at the rate of 8% per annum above the base lending rate of Barclays Bank plc from time to time, calculated on a daily basis from the date of default until payment in full, together with any reasonable costs of recovery.
- 4.5** Where an Event includes the supply of a book, that book is included within the price as specified and is not separately refundable.

5. Open Courses: Cancellation and Substitution by Customer

5.1 All payments for Open Courses are non-refundable once made, except as follows:

- (a) If you cancel a booking for an Open Course more than 28 days before the date of the Event, we will refund the amount paid in full, less any non-recoverable third-party costs already incurred on your behalf.
- (b) If you cancel a booking for an Open Course 28 days or fewer before the date of the Event, no refund will be due, and the full price remains payable or, if already paid, is forfeited.

5.2 Cancellation must be notified to us in writing by email to robin@robinsomerville.co.uk. Cancellation takes effect from the date and time we receive your written notice.

5.3 You may substitute a Delegate at any time before the Event begins at no charge. You are responsible for ensuring the substitute Delegate meets any requirements set out in the Programme description and is made aware of these Terms.

5.4 Transfers of a booking to a different Open Course date are at our discretion and may be subject to a transfer fee. Requests must be made in writing more than 28 days before the original Event date. No transfers will be offered within 28 days of the Event.

6. In-House Courses and Witness Familiarisation Sessions: Cancellation by Customer

6.1 If you cancel a booking for an In-House Course or Witness Familiarisation Session:

- (a) More than 28 days before the date of the Event: we will refund the full amount paid.
- (b) 14 to 28 days before the date of the Event (inclusive): we will refund 50% of the amount paid. The remaining 50% is forfeited.
- (c) Fewer than 14 days before the date of the Event: no refund will be due, and the full price remains payable or, if already paid, is forfeited.

6.2 Cancellation must be notified in writing by email to robin@robinsomerville.co.uk and takes effect from the date and time of receipt.

6.3 Requests to postpone or reschedule an In-House Course or Witness Familiarisation Session are at our discretion. Where agreed, postponement to a new date within three months of the original date will incur no additional charge, provided notice of postponement is given more than 28 days before the original Event date. Postponements requested within 28 days of the original date will be treated as cancellations for the purposes of clause 6.1.

7. Witness Familiarisation: Additional Terms

7.1 Witness familiarisation is a lawful and professionally recognised service that explains to witnesses the procedure by which evidence is given and assessed. It does not involve advising witnesses on the substance of their evidence, rehearsing answers to specific factual questions, or aligning evidence with a legal strategy. Any such activity would constitute witness coaching, which is prohibited.

7.2 The Trainer has no knowledge of the facts, issues or legal strategy in any proceedings before or during a session. This is intentional and professionally necessary. You must not seek to provide the Trainer with information about the substance of the proceedings other than the forum type, the general nature of the proceedings, and the role of each witness.

7.3 By booking a Witness Familiarisation Session, you confirm that the session is being arranged for the lawful purpose of witness familiarisation only, and that you will not seek to use the session in a manner that constitutes witness coaching or that could compromise the integrity of any proceedings.

7.4 We accept no liability for any consequence of any witness's evidence given in proceedings, including any finding, judgment, award or sanction, whether favourable or adverse.

8. Cancellation or Changes by Us

8.1 We reserve the right to cancel any Open Course at our discretion, including where the number of bookings received is, in our sole judgment, insufficient to justify delivery. We are not required to disclose the minimum number of bookings required. Where we cancel an Open Course, we will provide not less than seven days' notice where reasonably practicable and will refund the full amount paid. We will not be liable for any other losses arising from such cancellation, including travel, accommodation or other expenditure incurred by you or any Delegate.

8.2 We reserve the right to make reasonable changes to the Programme, content, agenda, Trainer, or venue of an Event. Where we make a material change that significantly alters the nature of the Event, we will notify you as soon as reasonably practicable and offer you the choice of accepting the change, transferring to an alternative date, or receiving a full refund.

8.3 If we are required to cancel or postpone an Event as a result of a Force Majeure Event as defined in clause 15, clause 8.1 applies save that we will not be liable for any compensation or costs beyond the refund of amounts paid.

9. Programme and Content

9.1 The Programme for each Event is as described on our website or in our written confirmation. We make no warranty that the Programme will be suitable for any particular purpose or will meet the specific requirements of any individual Delegate beyond those described.

9.2 Training content is designed for educational and professional development purposes and is based on current law, guidance and practice as at the date of delivery. We do not warrant that the content will reflect changes in law, regulation or guidance occurring after delivery.

9.3 For In-House Courses, where content customisation has been agreed in advance and confirmed in writing, we will deliver the agreed customised content. Customisation requests not agreed in writing before the booking confirmation are not guaranteed.

9.4 We may substitute the named Trainer for any Event where the named Trainer is unavailable due to illness, personal emergency or other circumstances beyond their control. We will use reasonable endeavours to appoint an equally qualified and experienced substitute.

10. Intellectual Property and Training Materials

10.1 All Training Materials, including course slides, handouts, workbooks, case studies, video content, and the content of any books supplied, are the intellectual property of the Supplier or, where applicable, of Robin Somerville personally. All rights are reserved.

10.2 We grant each Delegate a limited, non-exclusive, non-transferable licence to use the Training Materials for their own personal reference and for internal use within their employing organisation. This licence does not permit:

- reproduction, redistribution, or publication of Training Materials in whole or in part;
- use of Training Materials for the purposes of delivering training to third parties;
- commercial exploitation of Training Materials in any form; or
- removal or alteration of any copyright notices, author attributions or branding.

10.3 Any unauthorised use of Training Materials may constitute copyright infringement and/or breach of contract and may give rise to claims for damages.

10.4 Nothing in these Terms transfers ownership of any intellectual property to you or any Delegate.

11. Delegates: Attendance and Conduct

11.1 You are responsible for ensuring that Delegates are made aware of these Terms, are suitable for the Event in question, and meet any prerequisites described in the Programme. Failure to satisfy prerequisites does not entitle you to a refund.

11.2 Delegates must conduct themselves appropriately throughout an Event. We reserve the right to exclude any Delegate whose conduct is disruptive, offensive, threatening, or otherwise inappropriate. No refund will be given in respect of an excluded Delegate.

11.3 Delegates must not share, reproduce or distribute materials, session recordings, notes or summaries of training content in a manner inconsistent with clause 10.

11.4 Delegates acknowledge that training is delivered for educational purposes and does not constitute legal advice. Delegates should not rely on training content as a substitute for professional legal advice on the facts of any specific matter.

12. Filming and Photography

12.1 We may film and photograph Open Course events for use in our promotional, educational and marketing materials, including on our website, YouTube channel, and social media platforms, and for incorporation into training content.

12.2 By booking a place on an Open Course, you consent on behalf of each Delegate to being filmed or photographed during the Event. You must inform each Delegate before the Event that filming and photography may take place and ensure they are aware of this clause.

12.3 Delegates who object to being individually identifiable in filmed or photographic content should notify the Trainer at the start of the Event. We will use reasonable endeavours to accommodate such requests, but cannot guarantee that a Delegate will not incidentally appear in group footage or photographs.

12.4 Delegates must not film, record or photograph any part of an Event without our prior written consent. Unauthorised recordings may not be retained, shared, or published.

12.5 We will process any personal data captured through filming or photography in accordance with our Privacy Policy and applicable data protection law.

13. No Legal Advice

13.1 All training and materials supplied by us are for educational and professional development purposes only. Nothing in any Event, Training Materials, or communication from us constitutes legal advice, and no reliance should be placed on any training content as legal advice.

13.2 The legal content of training reflects our general understanding of the law and practice in England and Wales as at the date of delivery. It does not take into account the specific circumstances of your organisation or any Delegate, and should not be treated as advice on any specific matter.

13.3 You and each Delegate should seek independent legal advice in relation to any specific legal question, investigation, hearing, or proceedings.

14. Data Protection

14.1 We will process personal data provided in connection with a booking in accordance with our Privacy Policy, which is available on our website, and in compliance with the UK GDPR and the Data Protection Act 2018.

14.2 By making a booking, you confirm that you have the authority to provide Delegate personal data to us and that Delegates have been notified of our Privacy Policy.

14.3 We may use contact details provided at booking to send you information about future training and services. You may opt out at any time by contacting us at robin@robinsomerville.co.uk.

15. Force Majeure

15.1 A Force Majeure Event means any event beyond our reasonable control, including but not limited to: acts of God, pandemic, epidemic, government action or restriction,

industrial dispute, venue closure, failure of third-party suppliers, fire, flood, or severe weather.

15.2 We will not be in breach of these Terms or liable to you for any delay in or failure to perform our obligations to the extent that such delay or failure is caused by a Force Majeure Event, provided that we notify you as soon as reasonably practicable and take reasonable steps to mitigate the effect.

15.3 If a Force Majeure Event prevents us from delivering an Event, we may offer you a rescheduled date or, at our discretion, a refund of the amount paid. We will not be liable for any further loss or costs arising from the Force Majeure Event.

16. Liability

16.1 Nothing in these Terms limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability which cannot be limited or excluded by applicable law.

16.2 Subject to clause 16.1, our total liability to you arising out of or in connection with any Event, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total price paid by you for the relevant Event.

16.3 Subject to clause 16.1, we shall not be liable to you for any: (a) loss of profit; (b) loss of revenue or income; (c) loss of business or contracts; (d) loss of anticipated savings; (e) wasted expenditure, including but not limited to travel and accommodation costs of Delegates; (f) indirect or consequential loss; or (g) reputational damage, in each case whether or not such loss was foreseeable or we had been advised of the possibility of such loss.

16.4 Personal liability of Robin Somerville. Robin Somerville acts on behalf of The Chambers of Robin Somerville Ltd in all matters arising from or connected with the supply of training and related services. Robin Somerville accepts no personal liability in contract or in tort (including negligence) to you or to any Delegate or any third party in connection with any Event or Training Materials. All obligations and liabilities under these Terms are those of The Chambers of Robin Somerville Ltd exclusively. This clause 16.4 is intended for the personal benefit of Robin Somerville and is enforceable by him under the Contracts (Rights of Third Parties) Act 1999.

16.5 You agree to indemnify us against any claim brought by a Delegate or third party arising from your breach of these Terms, including any failure to inform Delegates of these Terms or to obtain their consent to filming and photography under clause 12.

17. General

17.1 Governing law and jurisdiction. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

17.2 Entire agreement. These Terms constitute the entire agreement between the parties in relation to the supply of training services and supersede all prior representations, agreements, negotiations, or understandings, whether written or oral.

17.3 Variation. We may update these Terms at any time. The Terms in force at the time of your booking will apply to that booking. Updated Terms will apply to bookings made after the date of update.

17.4 Waiver. No failure or delay by us in exercising any right under these Terms shall constitute a waiver of that right.

17.5 Severance. If any provision of these Terms is found to be invalid, illegal or unenforceable by any court of competent jurisdiction, that provision shall be severed and the remaining provisions shall continue in full force and effect.

17.6 Third party rights. Except as expressly provided in clause 16.4 in respect of Robin Somerville personally, no term of these Terms is intended to confer a benefit on, or to be enforceable by, any person who is not a party to these Terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

17.7 Notices. All notices under these Terms must be given in writing by email to robin@robinsomerville.co.uk. Notices sent by email shall be deemed received at the time of transmission unless sent outside Business Hours, in which case they shall be deemed received at 09:00 on the next Business Day.

17.8 These Terms do not create any partnership, agency, employment or joint venture relationship between the parties.

Schedule: Cancellation Summary

This Schedule is provided for ease of reference and is subject to the full Terms above.

Event type	Notice period	Refund
Open Course	More than 28 days before Event	Full refund (less irrecoverable third-party costs)
	28 days or fewer before Event	No refund. Substitution permitted.
In-House Course / Witness Familiarisation	More than 28 days before Event	Full refund
	14 to 28 days before Event (inclusive)	50% refund
	Fewer than 14 days before Event	No refund

All refunds are of amounts already paid. Payment is required in full at the point of booking in all cases.

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Version: June 2026