

Booking Form

Please complete the following form, sign and date on page 3, then email a scanned copy of all pages to: dubai@isoc.com.

Contact details

Please enter the details of the person making the booking. If you are not also the person who will attend the course(s), please enter their details on the following page)

Contact details for person making the booking	
Personal title (e.g. Mr/Mrs/Dr)	
Name	
Company or organisation	
Job Title	
Address	
City	
Postcode/PO Box	
Country	
Telephone	
Fax	
Email	
How did you hear about us?	

Details of people who will attend training

Please enter the details of the people who will attend training, and the courses that they will attend. To book more than three people or courses, make a copy of this page.

Delegate 1	
Name of person attending course	
Contact telephone (mobile)	
Email	
Course name	
Course start date	
Price	

Delegate 2	
Name of person attending course	
Contact telephone (mobile)	
Email	
Course name	
Course start date	
Price	

Delegate 3	
Name of person attending course	
Contact telephone (mobile)	
Email	
Course name	
Course start date	
Price	

Agreement

I have checked the details of the Booking Form and agree to the Terms and Conditions.

I have read and accept the Privacy Policy.

Signature:	
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Date:	
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Name:	
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Position:	
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On behalf of: (company name)	
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NOTE: to take advantage of an advance payment discount rate, you must pay at least 30 days before the course starts. At that time the discount rate expires and the full price becomes due. Any balance owing must be settled before the course.

Terms and conditions

1. GENERAL

1.1. This Booking Form and attached Terms and Conditions together constitute a binding service agreement ("The Agreement") between

1.1.1. Pinnacle PR Ltd, a limited company registered in England and Wales #4652294, with its principal place of business at 13 Grosvenor Place, London SW13 7HH, and doing business from time to time under the trading name International School of Communication ISOC, ("Pinnacle"), and

1.1.2. The person, company or organisation named as having been signed "For and Behalf Of" in the Booking Form above ("the Client").

1.2. Pinnacle reserves the right not to accept a booking request. No booking is final until confirmed in writing.

2. **SERVICES.** Pinnacle shall provide to the Client the training courses identified on the Booking Form ("the Services").

3. **TERM.** This Agreement begins on the Effective Date and will continue until completion of the Services (the "Term"). In case the Agreement is terminated or extended, the Term is adjusted automatically.

4. FEES

4.1. **Prices:** The Client shall pay fees to Pinnacle for the Services at the price published at isoc.com at the date of booking. In case the published price differs from the price entered manually on this Booking Form, Pinnacle shall notify the Client and the published price will apply to this Agreement.

4.2. **Taxes:** Unless explicitly stated otherwise, prices exclude VAT which Pinnacle will add to all invoices. The Client is liable for and indemnifies Pinnacle against all other Taxes arising from this Agreement, including Taxes in the Client's local jurisdiction, and shall pay such Taxes directly to the relevant authorities and in any case shall not deduct any Taxes from payments owed to Pinnacle.

4.3. **Payment:** The Client shall make payment

4.3.1. 30 days after the invoice date or 10 days before the course, whichever is earlier, and

4.3.2. in cleared and immediately available funds, and

4.3.3. in the same currency quoted, and

4.3.4. net of all transaction costs and charges including foreign exchange fluctuations, and

4.3.5. net of all Taxes including any Withholding Tax, and

4.3.6. without any form of deduction or set-off.

4.4. **Late payment:** in the event payment is not received when due,

4.4.1. Pre-training materials will not be distributed until payment is received

4.4.2. The Delegate will be required to settle the bill personally at the start of training

4.4.3. No certificates will be issued for unpaid courses

4.4.4. For Delegates travelling on a student visitor visa, immigration authorities will be notified

4.4.5. Pinnacle will exercise its legal right to claim interest and compensation for late payment

4.5. **Discounts.** If Pinnacle offers a discount for early payment by a given date and cleared funds are not received by that date, the discount is cancelled and the full amount is due immediately.

4.6. **Interest.** Any amount not paid when due will bear interest from the due date until paid at a rate equal to 1% per month assessed daily pro rata.

5. AMENDMENT.

5.1. This Agreement may be amended only by a written addendum duly executed by both Parties.

5.2. **Rescheduling.** The Client may request in writing to cancel, postpone or otherwise reschedule a training course, acknowledges that such action may expose Pinnacle to additional costs including administrative costs and liabilities to suppliers, and accordingly agrees to pay an additional Cancellation Charge or Amendment Charge based as follows

- on the price of the rescheduled service (“Cost”) and the length of notice given in calendar days (“Days”):
- 5.2.1. 26 or more Days: no fee
 - 5.2.2. 11-25 Days: 50% of the Cost for cancellation or 25% of the Cost for amendment
 - 5.2.3. 10 or fewer Days: 100% of the Cost
- 5.3. **Only one amendment.** An element of the Services that has already been amended
- 5.3.1. may not be amended again and
 - 5.3.2. if cancelled will attract a 100% Cancellation Charge.
- 5.4. **Substitute delegates.** The Client may substitute a delegate at no extra charge.
- 5.5. **Substitute personnel.** Pinnacle may at its discretion substitute a suitable trainer.
- 5.6. **Course changes.** Pinnacle reserves the right to alter courses, programmes, speakers and venues without notification. This is occasionally unavoidable for operational reasons. Pinnacle also reserves reserve the right to cancel a course, in which case we Pinnacle will reimburse any fees already paid, and that amount will be the limit of Pinnacle’s liability.
6. **OBLIGATIONS.** Delegates will behave reasonably during training. Pinnacle reserves the right to exclude a delegate from training where in the opinion of a trainer or Pinnacle employee that delegate has behaved unreasonably.
7. **LIABILITY**
- 7.1. **This Agreement Defines Liabilities.** The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those set forth in the Agreement.
 - 7.2. **No Warranty.** Pinnacle makes no express or implied warranty of merchantability, fitness for a particular purpose or otherwise, and disclaims all other warranties expressed or implied.
 - 7.3. **Consequential Damages.** Neither Party shall be liable for any special, indirect, incidental or consequential damages of any nature, including loss of profits, loss by reason of shutdown, and loss of use or interest, however caused, whether by the negligence of a Party or otherwise.
 - 7.4. **Negligence.** Neither Party shall be liable to the other in negligence, or in any other legal theory, for acts or omissions arising out of the subject matter of this Agreement.
 - 7.5. **Unforeseeable Damages.** Neither party will be liable for breach-of-contract damages suffered by the other Party that are remote or speculative, or that both Parties could not reasonably have foreseen on entry into this Agreement.
 - 7.6. **Exclusions.** Neither party will be required to indemnify the other against losses to the extent the other party acted unlawfully or intentionally to cause those losses.
 - 7.7. **Client’s Use of Services.** The Client indemnifies Pinnacle against all actions, costs, claims, damages, expenses, losses or demands (including legal costs) howsoever arising from the Client’s own usage or interpretation of the Services, or from the Client’s own actions or decisions in connection with the Services, or from the Client’s breach of its obligations or representations under this agreement.
 - 7.8. **Limitations.** The Parties each agree – to the fullest extent permitted by law – to limit the other Party’s liability for any claims, losses, costs, damages or expenses (including legal costs) from any cause such that each Party’s total aggregate liability to the other, however alleged or arising, shall not exceed the total Fee or the amount covered by any available liability insurance, whichever is higher.
 - 7.9. **Liquidated Damages.** The Parties acknowledge that
 - 7.9.1. the actual damages likely to result from the Pinnacle's failure to meet deliverables are difficult to estimate when entering this agreement and would be difficult for the Client to prove, and
 - 7.9.2. Pinnacle's payment of an Adjustment Fee not exceeding the limitations defined above
 - 7.9.2.1. would fully compensate and satisfy the Client
 - 7.9.2.2. would not be intended to punish Pinnacle for any such breach.
8. **MUTUAL REPRESENTATIONS**

- 8.1. **Existence.** The Parties are corporations incorporated and existing under the laws of their respective jurisdictions.
- 8.2. **Authority and Capacity.** The Parties have the authority and legal capacity to enter into this Agreement.
- 8.3. **Execution and Delivery.** The Parties have duly executed and delivered this Agreement.
- 8.4. **Enforceability.** This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Parties in accordance with its terms.
- 8.5. **No Conflicts.** Neither Party is under any restriction or obligation that may affect the performance of its obligations under this Agreement.
9. **JURISDICTION**
 - 9.1. **Governing Law.** This agreement shall be governed, construed, and enforced in accordance with the laws of England.
 - 9.2. **Dispute Resolution.** Any dispute, difference, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the England.
10. **CONFIDENTIALITY**
 - 10.1. **Confidentiality Obligation.** Each Party shall indefinitely hold in confidence and not disclose to any third party all Confidential Information disclosed to it by the other Party.
 - 10.2. **Use Solely for Purpose.** A receiving party may use Confidential Information only according to the terms of this agreement.
 - 10.3. **Exceptions.** A receiving party may disclose Confidential Information
 - 10.3.1. That has already by other means entered the public domain
 - 10.3.2. To employees or affiliates who need to know the Confidential Information in connection with delivering the Service and who understand and are bound by the confidentiality requirements of this Agreement, or
 - 10.3.3. If required to do so by law, having first given notice to and consulted with the disclosing party.
 - 10.4. **Standard of Care.** The receiving party shall exercise reasonable care to protect Confidential Information at least as diligently as it protects its own Confidential Information.
11. **INTELLECTUAL PROPERTY**
 - 11.1. **Third Party Rights.** Pinnacle shall not infringe the intellectual property rights of third parties and will secure all necessary rights and licences that may be necessary to deliver the Services.
 - 11.2. **Internal use only.** Pinnacle shall grant to the Client licence for internal usage of all Intellectual Property delivered as part of the Services. This licence shall be non-transferrable such that the Client may not sell, publish, distribute or otherwise pass on said Intellectual Property to third parties.
12. **FORCE MAJEURE**
 - 12.1. Neither Party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
13. **NON-SOLICITATION**
 - 13.1. During and for three years after the Term neither party will directly or indirectly
 - 13.2. induce any officer, director, or employee of the other party to leave, or
 - 13.3. solicit or accept the business of any customer or partner of the other party.
14. **PUBLICITY**
 - 14.1. Neither party will use the other party's name, logo or trademarks, or make any public announcement regarding this agreement without the other party's written consent, unless specifically permitted under this agreement or required by Law, with the exceptions that Pinnacle may
 - 14.1.1. place the Client's name and logo on its public client list, and
 - 14.1.2. refer to the Services in publicity materials such as client case studies provided such publicity reflects positively on the Client and that only general information and no confidential or sensitive information is disclosed.
15. **RELATIONSHIP BETWEEN THE PARTIES**

- 15.1. **No Special Relationship.** Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship.
- 15.2. **No Authority.** Neither Party will have the authority to, and will not, act as agent for or on behalf of the other Party or represent or bind the other Party in any manner.
- 15.3. **Third Party Beneficiaries.** Unless explicitly stated otherwise elsewhere in this agreement, no Person other than the Parties themselves has any rights or remedies under this agreement.
- 15.4. **Assignment.** Neither Party may assign this agreement or any of their rights or obligations under this agreement without the other Party's written consent.
16. **COMMUNICATION**
- 16.1. Signatures delivered by email in PDF format shall be effective.
- 16.2. Pinnacle will issue documentation in electronic form by default, including invoices, and will accept PDF scans of duly signed and executed original documents. If the Client requires hard-copy documents to be delivered or collected, including cheques, an administration fee will be payable to Pinnacle.
- 16.3. **Receipt of Notice.** A notice given under this agreement will be effective on
- 16.3.1. the time and date of signing as received from the courier, for hard-copies
- 16.3.2. the time and date of transmission, for electronic copies
17. **ENTIRE AGREEMENT**
- 17.1. The Parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,
- 17.1.1.1. represent the final expression of the parties' intent and agreement between the parties relating to the subject matter of this agreement,
- 17.1.1.2. contain all the terms the parties agreed to relating to the subject matter, and
- 17.1.1.3. replace all the parties' previous discussions, understandings, and agreements relating to the subject matter.
18. **SEVERABILITY**
- 18.1. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
19. **DEFINITIONS AND INTERPRETATIONS**
- 19.1. "**Party**" means either Pinnacle or the Client. "**Parties**" means Pinnacle and the Client.
- 19.2. "**International School of Communication**" and "**ISOC**" designate Pinnacle because they are trading names of Pinnacle.
- 19.3. "**Confidential Information**" means any information that is private, secret, proprietary, or in any sense outside the public domain.
- 19.4. "**Effective Date**" is the date of signature on the Booking Form.
- 19.5. "**Intellectual Property**" means any of the following in any jurisdiction
- 19.5.1. all materials, documents, content, resources, multimedia, ideas, systems, strategies, plans, and/or designs that may be created, supplied, displayed or referenced by Pinnacle in connection with the Agreement, and
- 19.5.2. trademarks and service marks, including all applications and registrations, and
- 19.5.3. copyrights, including all applications and registrations related to the foregoing, and
- 19.5.4. trade secrets and confidential know-how, and
- 19.5.5. patents and patent applications, and
- 19.5.6. websites and internet domain name registrations
- 19.6. "**Law**" means
- 19.6.1. any law including common law, statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and
- 19.6.2. any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.
- 19.7. "**Person**" includes

- 19.7.1. any corporation, company, partnership, Governmental Authority, joint venture, organisation, or other entity or group of Persons, whether incorporated or not, and
- 19.7.2. any individual.
- 19.8. "**Taxes**" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, withholding, payroll, social security, sales, excise, value-added and all other taxes of any kind for which a Party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.
- 19.9. "**Including.**" Where this agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
- 19.10. "**Or**". Where this agreement uses the word "or" it shall be understood in the inclusive sense as "and/or" unless the context or the accompanying word "either" clearly and explicitly require that it should be understood in the exclusive sense.
- 19.11. "**Number and Gender.** Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.
- 19.12. "**Headings.** The headings used in this agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.
- 19.13. "**Internal References.** References in this agreement to sections and other subdivisions are to those parts of this agreement.
- 19.14. "**Calculation of Time.** In this agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. local time in London, UK, on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. local time in London, UK, on the next Business Day.
20. **Privacy**
- 20.1. The Client has read and accepts the ISOC Privacy Policy as published and updated from time to time at isoc.com/isoc-pr-training/privacy-policy/