

DIRECT DEBIT SCHEME TRAINING BOOKING FORM

**Please complete this booking form in full and return to Hourglass Business Consulting Ltd;
8 Baker Street, Ampthill, Bedford, Bedfordshire, MK45 2QE or Fax +44 (0)333 1234571**

| | | | |
|--------------|----------------------------------|-------------------|--|
| Course | everything Direct Debit training | | |
| Course Date | / / 2009 | Cost per delegate | £345+VAT 1 st delegate £195+VAT additional delegates |
| Course Venue | | | |

Registration commences at 9:30 for a 10.00 start and approximate end time of 15:30 - 16.00. Each delegate will receive a booking confirmation detailing the venue directions, timings and content.

| | | | | | | |
|----------------------------|-------------------|----------------|---------------------|------------------|---------------------------|---------------------------------------|
| Company Name | | | | | | |
| Use of other Bacs Services | AUDDIS: Y / N | | Paperless DD: Y / N | | Bacs Direct Credit: Y / N | |
| Reason for attendance | Improve knowledge | Resolve issues | Review processes | Implement AUDDIS | Implement PDD | Other: |
| How did you hear about us | Bacs | Bank | Mailshot | Email | Search Engine | 3 rd Party / other: (who?) |

Delegate Information

| | | | |
|------------|--|--------------|--|
| Delegate 1 | | Dietary Req. | |
| Job Title | | Telephone | |
| Email | | | |
| Delegate 2 | | Dietary Req. | |
| Job Title | | Telephone | |
| Email | | | |
| Delegate 3 | | Dietary Req. | |
| Job Title | | Telephone | |
| Email | | | |

MORE THAN THREE DELEGATES?

ON-SITE DELIVERY MAY BE MORE COST EFFECTIVE

CONTACT US FOR MORE INFORMATION

Invoice Information

| | | | |
|----------------|--|-----------|--|
| Name | | | |
| Job Title | | Telephone | |
| Postal Address | | | |
| Email | | | |
| PO Number | | | |

AN INVOICE WILL BE RAISED ON RECEIPT OF THE BOOKING FORM. INVOICES ARE PAYABLE WITHIN 30 DAYS

Booking Acceptance

I understand that by signing below we acknowledge our acceptance of the Terms and Conditions on the reverse and available at www.hourglass.com.

| Signature and Name | Position | Date |
|--------------------|----------|----------|
| | | / / 2009 |

TERMS AND CONDITIONS FOR DELIVERY OF SERVICES

1. DEFINITIONS

"**Agreement**" means these terms and conditions and the Booking Form.

"**Booking Form**" means the booking form issued to the Client by Hourglass or obtained by the Client from Hourglass Business Consulting Ltd website.

"**Charges**" means the charges for the Training Services set out in the Booking Form.

"**the Client**" means the client identified in the Booking Form.

"**Clause**" means a clause in these terms and conditions.

"**the Date(s) for the Services**" means the date(s) upon which the Services are to take place as set out in the Booking Form.

"**Delegates**" means the numbers of the Client's staff who are to receive the Services as set out in the Booking Form.

"**Hourglass**" means Hourglass Business Consulting Ltd, 8 Baker Street, Amptill, Bedford, Bedfordshire, MK45 2QE. (Registered in England No. 5874425 at 4 Rivers House, Fentiman Walk, Hertford, Hertfordshire, SG14 1DB)

"**Personal Data**" means the data which relates to a living individual who can be identified from that data or from that data and other information and which is provided to Hourglass by the Client.

"**the Trainer**" means the person delivering the Services.

"**the Location**" means the place at which the Services are to be provided by Hourglass as set out in the Booking Form.

"**Services**" means the services set out in the Booking Form.

2. SERVICES AND LOCATION

2.1 Hourglass shall provide the Services on the Date(s) for the Services and in accordance with these terms and conditions.

2.2 Up until 48 hours before the Services are due to commence, Hourglass may by notice in writing alter the Location provided that the new location is within 5 miles of the original location.

3. TRANSFER, CANCELLATION AND POSTPONEMENT

3.1 If a delegate identified on a Booking Form wishes to cancel a course, the following fees shall be due:

| <i>Days notice of cancellation prior to the commencement of the Services</i> | <i>% of Charges to pay</i> |
|--|----------------------------|
| 31 working days plus | 25% |
| 21-30 working days | 50% |
| 11- 20 working days | 75% |
| 10 working days or less | 100% |

3.2 Notification of any cancellation must be made in writing to Hourglass Business Consulting Ltd, 8 Baker Street, Amptill, Bedford, Bedfordshire, MK45 2QE or by Email to sales@hourglassbc.com.

3.3 A substitute delegate may be provided at no cost.

3.4 If a delegate identified on a Booking Form wishes to transfer to an alternative course, a £50 transfer fee may be applied.

3.5 Occasionally a course may need to be postponed due to unforeseen circumstances. In this event Hourglass will advise delegates as soon as possible and try our best to rearrange an alternative date. Delegates unable to attend an alternative date are entitled to a full refund.

4. DELEGATES

Delegates shall act reasonably throughout the training. Hourglass may remove a Delegate from a course, where, in the opinion of the Trainer, which shall be final, the Delegate is behaving unreasonably.

5. CHARGES AND PAYMENT

5.1 The Charges for the Services which are subject to a Booking Form shall be due upon booking of the Services and payable within 30 days of the date of invoice.

5.2 Sums due under this Agreement are exclusive of VAT which shall be payable by the Client.

5.3 In the event the Client fails to make payment in accordance with this Agreement, Hourglass may:

5.3.1 charge interest at the statutory interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 and amendments thereto per month or part thereof on the unpaid sum for that period the sum remained properly due before and after any court judgement; and/or

5.3.2 by notice in writing suspend supply of the Services.

5.4 Discounted delegate rates only apply where advertised or agreed directly with Hourglass Business Consulting Ltd and are subject to payment terms of 5.4.1

5.4.1 Payment not received within 30 days of the date of invoice shall be subject to the full delegate price regardless of any previous discounts agreed.

6. INSURANCE

The Supplier shall carry public liability insurance for a minimum amount of one million pounds for each and every claim and shall provide evidence of this cover upon reasonable request.

7. ADVERTISING

7.1 Hourglass may make reference to a Client's contract within any proposal to further Clients, provided only fundamental facts are divulged and not proprietary and confidential information.

7.2 Hourglass may store the names of the Delegates for the purpose of advising them of the availability of further courses in the future.

8. CONFIDENTIALITY

The parties shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to the other party and shall not, during the period of this Agreement, or at any time after its termination, divulge any such information to any person not authorised by the divulging party to receive it and shall not utilise any secret or confidential knowledge or information acquired in connection with this Agreement to the detriment or prejudice of the other party or use the same for any purposes save for the purposes of this Agreement.

9. DATA PROTECTION

9.1 The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow Hourglass at all times to perform the Services without infringing any third party rights. Hourglass shall not be liable to perform the Services to the extent it is unable to due to a breach of this Clause.

9.2 Hourglass warrants to the Client that it will only use the Personal Data for the purpose of carrying out its obligations hereunder and that it will ensure that all reasonable and appropriate security measures are in place to protect the Personal Data and that it will destroy or deliver up the Personal Data upon written demand from the Client, and further, that it has in all respects complied with its obligations under the Data Protection Act 1998 and any amendments to or re-enactments thereof.

10. INTELLECTUAL PROPERTY

All intellectual property rights, including copyright, patents and design arising in connection with this Agreement shall belong to and remain vested in Hourglass and the Client shall execute any document necessary for this purpose.

11. WARRANTY

Hourglass warrants that in carrying out the Services it has and will exercise all reasonable skill and care to be expected of a professional, experienced in such work.

12. HEALTH AND SAFETY

The parties shall comply with all applicable health and safety legislation and codes of practice.

13. ENTIRE AGREEMENT AND AMENDMENTS

13.1 This Agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied between the Client and Hourglass relating to the Services.

13.2 Any amendments to this Agreement shall be in writing.

15. EFFECTIVENESS

This Agreement shall be effective upon signature by the Client of the Booking Form.

16. THIRD PARTIES

Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 or any amendment to or re-enactment of it to enforce any provision of this Agreement.

17. LAW

This Agreement shall be construed in accordance with English law and the English courts shall have sole jurisdiction.