

# BenHealthCheck order form



Please complete ALL this form in BLOCK CAPITALS using blue or black ink and return to [ben4business@ben.org.uk](mailto:ben4business@ben.org.uk).

## Client information

Booking contact

First name

Last name

Telephone

Mobile

Email

PO number

Company name

Job title

Address

Postcode

I would like to book the following:

## BenHealthCheck - Your physical MOT

Designed to determine general physical health using four key tests:

- Resting heart rate
- Blood pressure
- BMI
- Body fat percentage

Number of days\*

BenHealthCheck  
Your physical MOT

\*1 day = 24 x 15 min sessions

I confirm that I have read and agree to the terms and conditions of booking (see reverse):

Signed

Print name

Date

Thank you for booking BenHealthCheck

# Terms & conditions of booking

- 1. Booking:**
  - 1.1.** Bookings should be made and confirmed by completing a BenHealthCheck booking form to be returned by email to [ben4business@ben.org.uk](mailto:ben4business@ben.org.uk).
  - 1.2.** Upon receipt of your booking form, we will send you a booking confirmation and invoice by email.
  - 1.3.** The invoice will set out the course(s) that you have booked, the cost of the course(s) and the resources that we will require under clause 7 to deliver the course(s).
- 2. Payment:**
  - 2.1.** Payment of the fee for each course booked, together with any VAT payable in respect of it or them is due 30 days from the date of the invoice or before the delivery date whichever is the sooner.
  - 2.2.** The organisation placing the booking shall be liable for payment of the fees.
  - 2.3.** We reserve the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 on overdue fees, and we may also refuse to deliver the course(s) in question without payment being received in full.
- 3. Cancellations & refunds:**
  - 3.1.** All cancellations must be made in writing.
  - 3.2.** For bookings cancelled at least 28 days (by 5.00pm) prior to the course date we will refund the course fee(s).
  - 3.3.** For bookings cancelled at least 28 days prior to the delivery date, organisations may rearrange and send delegates on other of our courses of equivalent value free of charge. Where the substitute course costs less, the balance will either be held in credit against your account or set off against outstanding fees at our discretion.
  - 3.4.** For bookings cancelled within 27 days or fewer prior to the delivery date (by 5.00pm and inclusive of the course date itself) the course fee remains payable and is non-refundable.
- 4. Delegates:**

We require final delegate numbers at least 7 days prior to the delivery date. The attendance of any delegate or delegates from any firm or organisation other than the organisation, or a subsidiary company of that organisation, which booked the BenHealthCheck in question is prohibited.
- 5. Catering:**

The programme fee does not cover the cost of venue, equipment or catering requirements which will be your responsibility.
- 6. Supporting materials:**

Supporting materials are prepared solely for the benefit of delegates and should not be relied upon nor used instead of individual consultation. Neither the author of any supporting materials, nor Ben accepts responsibility for loss howsoever occasioned to any person or persons arising from reliance on those supporting materials.
- 7. Premises and technical requirements:**
  - 7.1.** We will give you details of the technical equipment required at your premises (or other premises by prior agreement with us) for the delivery of the courses that you have booked.
  - 7.2.** Where required, you agree to provide at no charge to Ben:
    - 7.2.1.1.** AV conference equipment including at the least a projector and sound system together with broadband wireless internet access;
    - 7.2.1.2.** A main conference room and break out rooms, together with refreshments which will be specified by Ben when it confirms your booking of the course(s).
  - 7.3.** It is your responsibility to ensure that your technology will operate satisfactorily, and Ben shall not be liable or responsible for any technical issues which may arise as a result of your failure to do so.
  - 7.4.** If you do not comply with your obligations in this clause or otherwise set out in these terms and conditions, then you will be liable to reimburse us on demand for any costs or losses that we sustain or incur as a result of your non-compliance.
- 8. Copyright:**

Copyright and all other intellectual property rights in the courses and course materials remains vested in Ben and/or its presenters.
- 9. Limitation of liability:**

We shall not be liable to you for any of the following howsoever arising: indirect or consequential loss, loss of profit, loss of earnings and revenue, loss of time, loss and/or corruption of data or anticipated savings or goodwill. In any event Ben's maximum liability to you for any claim arising (whether in contract, negligence, tort or otherwise) shall be limited to the fee paid in respect of the courses you have booked.
- 10. Force majeure:**

Ben shall not be liable for any delay or failure in performance if that delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11. Waiver:**

No failure or delay by Ben to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 12. Severance:**

If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such a modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of these terms and conditions.
- 13. Other:**
  - 13.1.** These terms and conditions apply to any agreement relating to the provision of training services or courses by Ben to you to the exclusion of any other terms that you may seek to apply impose or incorporate, or which are implied by trade custom practice or course of dealing.
  - 13.2.** You will provide us, our servants, agents and employees with any information or facilities that we reasonably request in order to enable us to provide the programme that you have booked.
  - 13.3.** We reserve the right to alter the programme content, speaker or venue where necessary. Should we have to cancel a programme we do not accept responsibility for travel, accommodation or other costs which may have been incurred by any delegate.
  - 13.4.** Any advertisement description illustration or sample of a programme or any other product or services supplied by Ben is issued for the sole purpose of giving an approximate idea of the course or other product or service described in them and they shall not form part of any contract between you and Ben.
  - 13.5.** You and we accept that for the purposes of the Data Protection Act 1998 and the General Data Protection Regulation, you are the Data Controller and we are the Data Processor, and each of us agrees to comply in all respects with our respective obligations in relation to the processing of those data.
  - 13.6.** Nothing in these terms and conditions shall limit or affect any loss or damage for death or personal injury as a result of Ben's negligence.
  - 13.7.** A person who is not a party to this agreement shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
  - 13.8.** These conditions shall be subject to English law and any dispute and/or difference shall be determined by proceedings in the English courts.

**Enquiries: 01344 298135**

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**ben**  
Support for life