

This Licence Agreement is a legal agreement (hereinafter "Agreement") between Halcrow Group Limited (a Jacobs Engineering Group Inc. company), a company incorporated under the laws of England & Wales with registered No. 03415971, of Elms House, 43 Brook Green, London, W6 7EF, United Kingdom (hereinafter "Halcrow") and you, either an individual or a single entity, (collectively referred to as "You" or "Your" or "User").

If you do not wish to accept the following terms, you will not be entitled to attend your selected technical training course. The Agreement will become effective once you have accepted quotation confirming your unconditional acceptance of these terms and conditions.

1. Halcrow shall exercise reasonable skill, care and diligence in the performance of its obligations under this Agreement. Halcrow shall use reasonable endeavours to provide the Training at the time and location stated on the website, but Halcrow reserves the right to reschedule any Training as a result of any circumstances outside of its control.
2. The knowledge and information gained from your training is provided for your sole benefit and exclusive use. You agree that any know-how, techniques or processes listed within the training material or carried out during the course of the Training shall at all times remain the property of Halcrow and are Halcrow's confidential information.
3. Charges for the Training are as set out on the Flood Modeller Suite website (www.floodmodeller.com). All fees quoted are exclusive of VAT, which you shall be required to pay in addition, at the prevailing rate. Full payment for the Training shall be made by you in advance. If payment is not made at the time of booking via the website, then payment must be made in accordance with the details specified on the invoice which will be sent to you.
4. If you wish to cancel this Agreement, then provided that Halcrow receives notice of cancellation no later than one month prior to the scheduled date for commencement of the Training, you shall be entitled to a refund of 50% of the charges payable for the Training. Thereafter, you shall not be entitled to any refund and the full amount shall remain payable by you. You may nominate an alternative participant at no additional cost to you at any time prior to commencement of the Training.
5. Save to the extent that liability cannot be limited by law: (i) the total liability of Halcrow under or in connection with this Agreement whether in contract in tort for breach of statutory duty or otherwise shall be limited in total to the amount paid by you in respect of the relevant Training; and (ii) Halcrow shall have no liability whatsoever in respect of any consequential or indirect loss or any actual or expected loss of profit, loss of revenue, loss of goodwill or loss of opportunity howsoever arising; and (iii) you shall look only to Halcrow (and not to any individual person who provides any of the Training) for redress if you consider that there has been any breach of this Agreement and you agree not to pursue any claims in contract tort delict or statute (including negligence) against such individuals as a result of carrying out any obligations under or in connection with this Agreement at any time.
6. The obligations and liabilities of the Parties are as expressly set out in this Agreement and all implied terms, conditions and warranties, including without limitation any implied warranty of condition, merchantability and fitness for a particular purpose are hereby excluded to the fullest extent permitted by law.
7. Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.
8. This Agreement shall be governed by English law and for all matters arising under, out of, or in connection with the Agreement, the Parties shall submit themselves to the exclusive jurisdiction of the English Courts.