



Woodhouse Academy Terms and Conditions for the Purchase & Supply of Training Services

We encourage prospective clients to read The Woodhouse Academy's terms and conditions, prior to any purchases. These terms and conditions regulate the business relationship between you and us. When you buy from us, you agree to be bound by them.

We are The Woodhouse Asset Management Academy, a Business Unit of The Woodhouse Partnership Ltd (hereafter referred to as the "company", "Woodhouse Academy", "we", "us", and "our"). Our address is Prince Henry House, Kingsclere Business Park, Kingsclere, Hampshire. RG20 4SW UK. We are a Limited Company, registered in England & Wales and our Company Number is 02935938. If you need to contact us in relation to the Training Services to be supplied or supplied under this agreement, you can email academy@twpl.com or telephone +44 (0) 1635 298 800.

1. Definitions in this agreement:

- "Client", "Your", "You" - this refers to the individual purchasing from The Woodhouse Academy that intends to attend a training event.
- "Booker" - this refers to the person making the booking with The Woodhouse Academy, on behalf of a client attending the course.
- "Booking Form" - this is an agreement between The Woodhouse Academy and its clients, with regard to prospective delivery of services.
- "Content" means any material in any form published on Our Website by us or any third party with our consent
- "Course Details" means the information produced and published by us that describes the contents of our courses and course delivery that you wish would to / have ordered, including hard copies and electronic copies from Our Website of leaflets, schedules, brochures
- "Examinations" means any examinations provided by the Institute of Asset Management
- "Goods" means any materials, products, goods or articles of any kind (including without limitation, the Software) supplied by us to you in connection with the provision of the Training Services.
- "Intellectual Property Rights" means any patent, copyright, design right, trademark, confidential information, know-how and all similar rights, whether registered or capable of registration, belonging to us or arising from the performance of the Training Services.
- "Joining Instructions" - this refers to a set of instructions that are given to clients within 2 weeks of the training event, regarding event-related details.
- "License" - this refers to a non-refundable, non-cancellable, software agreement between The Woodhouse Academy and the client.
- "Products" means any instrument or other product developed, manufactured, licensed and/or sold by us or any of our affiliates.
- "Software" means any software supplied by us to you, which form part of the Goods
- "Terms and Conditions" - this refers to the terms of usage and conditions under which all purchases are pursued, and the website is utilised.
- "The Website" - this refers to www.assetmanagementacademy.com.
- "Training Materials" means all teaching materials used by us to deliver the Training Services, including presentation slides, handouts, teaching notes and any other materials, whether provided in hard copy or by electronic means
- "Training Services" means any of the training courses and programmes we offer for sale on our website and include Goods so far as specified for each course or programme.
- "Working Days" - this refers to days between Monday and Friday, excluding Public Holidays.

2. Prices:

- 2.1 All pricing quotations are only valid for 60 days from the date that they are first sent to the client. All prices are subject to change due to the dynamic nature of our business and of the training industry.
- 2.2 The published prices exclude VAT. Clients and Companies must pay The Woodhouse Academy any VAT that is chargeable on services that are provided; The Woodhouse Academy will list the correct VAT amount on the invoice - as required by statute.
- 2.3 All quotations exclude VAT. If the corresponding purchase is pursued, as required by statute, VAT will be applied at the point of purchase and feature within the sales invoice.
- 2.4 The published prices do not include any travel, accommodation or living expenses which the client may incur in attending unless specifically mentioned on the Booking Form. For onsite events, please refer to Clause 13 for our onsite terms or booking form for a full breakdown.
- 2.5 VAT is usually chargeable regardless of the Client's country of origin however the rate may differ and may be the UK standard rate, zero rate or exempt. The place of supply for VAT purposes is the location of any on-site course. For any remotely held course via webinar or similar method, since a live trainer is provided, the place of supply is deemed to be in the UK and the service is zero rated. For E-learning courses, VAT will be charged with regard to the place of supply and the relevant tax legislation in the country of consumption. The supply of services to customers in the EU from 1 January 2021 is treated the same for UK VAT purposes as those to any customer outside the EU. The reverse charge procedure may apply to customers either inside or outside the EU.
- 2.6 If a third-party vendor, certification body, or service provider alters their examination fee or material cost, The Woodhouse Academy reserves the right to adjust the relevant training course prices to reflect such alterations.
- 2.7 Training event prices listed on correspondence, brochures, leaflets, and materials belonging to The Woodhouse Academy are not legally binding due to anticipated price fluctuations; they are advisory at the time of public dissemination and do not constitute as part of a legal agreement.

3. Payments:

- 3.1 The course fee(s), including VAT, are payable in full immediately upon receipt of the invoice. Clients wishing to make payments made from non-UK accounts or credit cards must be responsible for all bank charges in relation to the overseas transactions.
- 3.2 Without prejudice or distortion to alternative rights listed, The Woodhouse Academy will impose a late payment charge of 8% over the Bank of England base rate. Payments can be made by major credit and debit cards, inclusive of credit card charges.
- 3.3 All company credit, debit or business charge card payments will incur a card surcharge of 2.99%. This transaction fee will be added to the final invoice and will not be included in any quotation unless specifically requested.
- 3.4 Where a Purchase Order is issued, it must clearly state the purchase order number, course dates, full Invoice amount, and contact details for invoicing. Purchase orders can be uploaded at the time of booking and must be received by The Woodhouse Academy within 5 working days or the booking will be declined. When more than one course is booked on the same booking form, full payment for all courses is required immediately upon confirmation before the commencement of the first course.
- 3.5 The Woodhouse Academy reserves the right to refuse entry to a training event until the course fee is paid in full. Please also note that attendance certificates will not be issued until the full fee has been paid.
- 3.6 The Woodhouse Academy's "eLearning Licence" product has a strict 12-month expiry policy (unless explicitly agreed otherwise on the booking form), which will be strictly adhered to under all circumstances.
- 3.7 "eLearning licences" are valid for up to a maximum of 12 months (unless agreed otherwise on the booking form) from the date of the order and are non-transferable, non-refundable, and non-cancellable under any circumstances.

- 3.8 Once a partial or full payment has been processed on the website by the following methods: Debit Card, Credit Card, Cheque or Bank transfer, the Client will adhere to The Woodhouse Academy's terms and conditions, irrespective of a booking form having been signed.
- 3.9 All payments shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If a customer is compelled to make any such deduction, it will pay to the receiving Party, The Woodhouse Academy, such additional amounts as are necessary to ensure receipt of the full amount which that party would have received but for the deduction.
- 3.10 All payments must be received, regardless of payment terms, prior to a training course or exam voucher being issued or delivered by the Company
- 3.11 It is the responsibility of the Client to ensure that the person that approved the purchase of a product, has the correct purchasing authority.

4. Promotions

- 4.1 Special prices and vouchers (offers) may be offered from time to time
- 4.2 Offers cannot be used in conjunction with multibuy offers, other discount codes, other promotions, or price matches.
- 4.3 Offers may apply to full and reduced price items.
- 4.4 Offers will be redeemable by entering valid voucher codes at the checkout screen of the website.
- 4.5 Any offer must be applied at the point of sale and cannot be applied retrospectively.
- 4.6 Offers and discounts are not exchangeable for cash and are non-transferable. Cancelled items will be refunded at the discounted price paid once the terms of cancellation have been met. This does not affect your statutory rights.
- 4.7 The Woodhouse Academy reserves the right to (i) cancel any offer at any time; (ii) cancel or refuse any individual's benefit from it; (iii) amend the terms and conditions of the offer, including the end date.

5. Cancellations:

5.1 Cancellations made by The Woodhouse Academy

- (a) The Woodhouse Academy reserves the right to cancel, move, and reschedule a training event or course due to circumstances that are beyond The Woodhouse Academy's control, such as trainer illness or low attendance. Reasonable efforts will be made to contact and notify clients of any alterations to their training event or course. If a training event is cancelled, The Woodhouse Academy will offer the client the option to reallocate on future training event or refund for amount paid for training course. For avoidance of doubt, in all cases a refund will be an amount no more than the price paid for the course and will not include any additional costs incurred by client such as travel or accommodation nor additional compensation for cancellation of course.

5.2 Client Cancellations

- (a) Except for instances provided under Clause 4.1, "Cancellations made by The Woodhouse Academy", the following cancellation fees will be imposed on all bookings, dependent on the number of days' notice provided to The Woodhouse Academy. If you need to make a cancellation, please notify The Woodhouse Academy in writing or via email (academy@twpl.com) to the following address - The Woodhouse Academy, Prince Henry House, Kingsclere Business Park, Kingsclere. Hants. RG20 4SW.
- (b) All cancellation and rescheduling fees are due immediately via debit or credit card.
- (c) All cancellations made between 0-30 calendar days prior to the course start date, are subject to a 100% cancellation fee, based upon the full course fee (+ VAT), which must be paid in full upon cancellation.

- (d) All cancellations that are made between 31-40 calendar days prior to the course start date, are subject to a 75% cancellation fee, based upon the full course fee (+ VAT), which must be paid in full upon cancellation.
- (e) All cancellations that are made between 41-50 calendar days prior to the course start date, are subject to a 25% fee, based upon the full course fee (+ VAT), which must be paid in full upon cancellation.
 - (i) Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the legal right to cancel your order up to 14 calendar days after confirmation of your order. You do not need to give us any reason for cancelling your contract and will not be liable for any penalty.
 - (ii) The 'Cancellation Period' means the period of 14 days starting with and including the day after we send you a Confirmation of Purchase Notice.
 - (iii) If you wish us to begin the supply of the Service during the Cancellation Period, you must request us to do this and you must acknowledge that you understand you will lose the right to cancel once the Services have been fully performed.
 - (iv) Unless the Services have been fully performed under the Contract in accordance with your request and acknowledgment referred to in clause III above, and subject to clause VI below, you may cancel the Contract within the Cancellation Period by notifying us of your decision to cancel.
 - (v) You will lose your right to cancel the Contract once the Services have been fully performed in accordance with your request and acknowledgment (Clause III).
 - (vi) If you cancel the Contract after we have begun the supply of the Services in accordance with your request (Clause III), you must pay us for the Services we supplied to you before we received notice of your cancellation.
 - (vii) If you have received goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.
 - (viii) We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you.
 - (ix) Once you have notified us that you are cancelling your contract, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited by us from your credit or debit card within 14 calendar days.

6. Re-scheduling courses or exams:

6.1 Re-scheduling by The Woodhouse Academy

- (a) The Woodhouse Academy reserves the right to move and reschedule a training event or course due to circumstances that are beyond The Woodhouse Academy's control, such as trainer illness or low attendance. Reasonable efforts will be made to contact and notify clients of any alterations to their training event or course. If a training event is cancelled, The Woodhouse Academy will either re-allocate Clients on to future training events with the Client's consent, offer Virtual training events, or eLearning training.

6.2 Re-scheduling by the Client

- (a) Re-scheduling courses or exams with less than 30 calendar days notice prior to the course start date, will result in a 75% charge of the full value of the course booked, in addition to the prior invoice inclusive of VAT.
- (b) Re-scheduling courses or exams between 31-40 calendar days prior to the course start date, will result in a 50% charge of the full value of the course booked, in addition to the prior invoice inclusive of VAT.
- (c) Re-scheduling courses or exams between 41-50 days prior to the course or exam start date, will result in a 25% charge of the full value of original booking, in addition to the prior invoice inclusive of VAT.

7. Refunds:

- 7.1 When a refund is issued to the Client by The Woodhouse Academy, the refund may take up to a maximum of 20 working days to be processed. Refunds will be processed using the same payment method that the original payment was made. Deposits and banking fees are non-refundable.
- 7.2 The Woodhouse Academy will not be liable for any fluctuation in exchange rates or bank charges for overseas refund transactions.
- 7.3 Course examination vouchers are non-refundable.
- 7.4 Where a customer has outstanding monies, any refunds granted will be offset against any outstanding monies.

8. Changes to Courses:

- 8.1 The Woodhouse Academy reserves the right to change any part of a published course; if this is caused by circumstances beyond our control. The Woodhouse Academy reserves the right to cancel or reschedule any course and will advise the Client as soon as the change is known. The Woodhouse Academy will use all reasonable endeavours to avoid changes of this nature. For any courses that are rescheduled due to unforeseen circumstances (such as trainer sickness/ low course attendance), every endeavour will be made to provide a replacement trainer or to reschedule the course and we will offer Clients a variety of options to pursue their training programme; however, should the offered alternative not be an acceptable option for the Client, a full refund will be issued.
- 8.2 Contents of course timetables are intended for general guidance only and serve as an advisory purpose only. Any typographical errors including pricing or omission in any website, sales literature, administrative documentation, course materials, or other documents are subject to change without any liability on the part of The Woodhouse Academy.
- 8.3 The course information, including the course, date, and venue, pre-coursework, maps and directions, will be advised upon the receipt of payment, in the form of joining instructions. The Woodhouse Academy reserves the right to change the venue, for circumstances that are beyond our control, and will advise the Client as soon as the change is known. The Woodhouse Academy cannot be held liable for out-of-pocket expenses due to cancellations or alterations to the course venue, that are out of our control.
- 8.4 For all Residential training courses, we will make best endeavours to ensure your accommodation is at the same location as the training course, however, this might not always be possible. In this instance, we will source your hotel accommodation as close to the training course venue as possible, usually within walking distance.

9. Course Materials:

If for any reason (including but not limited to transit delays beyond the control of The Woodhouse Academy) courseware does not arrive on time for the course we will commit to replacing it at the earliest opportunity and make best endeavours to make temporary materials accessible, as required, to continue the learning programme. Refunds will not be granted for transit-related delays beyond the control of The Woodhouse Academy.

10. Non-Attendance:

Non-attendance of any course, regardless of delivery type (classroom, e-learning, virtual, onsite), for any reason whatsoever is deemed to be a cancellation without notice and payment is due in full. Part attendance of a Course is when a Client does not continue to the full course completion. In this situation the Client will not be entitled to any refund for courses or part of courses that were not attended, this will be deemed as non-attendance.

11. **Course Suitability:**

- 11.1 The booker accepts that it is their responsibility that the course booked is suitable for the requirements and abilities of the clients attending. The Woodhouse Academy's employees may recommend courses or learning solutions, however, the assessment and the final decision concerning the suitability of the course is the Client's responsibility. In cases where we have made recommendations, we do so in good faith and will not be wilfully misleading.
- 11.2 All public and onsite training courses are delivered only in English unless specified otherwise and all Clients must be sufficiently proficient in the English language prior to attending the course.

12. **Admission:**

The Woodhouse Academy and its tutors reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for the training programme.

13. **Booking on behalf of the Client:**

In all cases the booker must bring these terms and conditions to the attention of Clients attending the event, if booking on their behalf. It is the booker's responsibility to ensure that the Clients receive all the relevant information including the joining instructions, course and venue updates and that they meet the eligibility and published prerequisite requirements.

14. **Onsite Training on a Client Specified Site:**

It is the Client's responsibility to provide all facilities, equipment, and setup required for the trainer to deliver the training. The Woodhouse Academy reserves the right to cancel or discontinue the course if, in the Trainer's opinion, the venue, equipment, or conditions are unsuitable.

15. **Onsite and Trainer Expenses:**

- 15.1 Trainer expenses for private, onsite, or closed courses will be charged as agreed at the time of the course booking, as stated on the Booking Form.
- 15.2 A fixed rate for the training expenses will be applied.

16. **E-Learning, Online Learning:**

- 16.1 Course enrolment, fees, and log-in credentials are strictly non-transferable, non-cancellable, and non-refundable. Fair Usage Policy and Intellectual Property Rights apply to the access of study materials and prohibition of material dissemination.
- 16.2 The Woodhouse Academy reserve the right to restrict access based on operational requirements including bandwidth consumption to ensure fair access to all learners. Access to e-learning/online products is granted for a 360 day period from the date of purchase. If an alternative term or extension has been purchased, the validity still starts from the date of purchase. If you require an extension, please contact academy@twpl.com to obtain an extension quotation.
- 16.3 Whilst The Woodhouse Academy endeavours to ensure that the information on the online platform is correct, we do not warrant the accuracy and completeness of the materials on the site and we make changes to the e-learning/online content from time to time, without notice. The Woodhouse Academy reserves the right to change or alter course content from that which is published in order to maintain the high quality of the learning.

The training is of a general awareness nature and should not be considered professional advice.

17. Copyrights:

All intellectual property rights for all course materials shall remain the property of The Woodhouse Academy. The Client agrees not to reproduce, disseminate, sell, hire, lend, or copy the course materials or use them except for the purpose of personal reference. The Woodhouse Academy warrants that it will not knowingly include any copyright material in its course materials without licence, consent, or attribution.

18. 16. Intellectual Property:

- 18.1 The Woodhouse Academy™ is a trademark.
- 18.2 The website, including content, design, organisation, layout, and software code are subject to copyright and intellectual property rights that are owned by The Woodhouse Academy.
- 18.3 The re-use of illustrations, photographs, diagrams, or videos featured on The Woodhouse Academy's website, without attribution, is prohibited under all circumstances. The deletion or alteration of proprietary rights, including copyright and trademarks, is prohibited under all circumstances.
- 18.4 All products and services of The Woodhouse Academy without limitation are protected by international copyrights, trademarks, and are subject to intellectual property rights. Therefore all intellectual property belongs to The Woodhouse Academy, its related companies, its affiliates, or suppliers.
- 18.5 The use of The Woodhouse Academy's name or logo is prohibited under all circumstances, unless prior written consent is obtained from the Company.
- 18.6 The Woodhouse Academy does not accept responsibility for intellectual property used during any training provided that does not show an affiliation to The Woodhouse Academy. Any intellectual property used in a training course, including the course itself, is protected by limitations laid out in international copyright law, and is subject to intellectual property rights.
- 18.7 If we are making a bespoke course, we require a predefined specification to adhere to. In the absence of such predefined specifications, we will adhere to our own guidelines of what we view as "fit for purpose". If no specification was provided, The Woodhouse Academy shall not be held responsible for any losses incurred as a consequence of the provided service.
- 18.8 You may not copy, sell, reproduce, distribute, download, modify, display, or prepare derivative works based on, repost, transmit, or otherwise use any of the intellectual property of The Woodhouse Academy's website or course materials. The information on this site is provided "as is" and without any warranties.
- 18.9 The Woodhouse Academy does not accept responsibility of content of any third-party sites that may be referenced by The Woodhouse Academy. The following activities are strictly prohibited: use of robots, material dissemination, other automatic device, or manual process to monitor or copy the site of any of its content or the replication of this site to any server.

19. Warranty & Liability:

- 19.1 The Woodhouse Academy's liability for loss and damage shall be limited to a claim for damages. The maximum aggregate liability will be the charges for the course out of which the loss or damage has arisen. The Woodhouse Academy will not accept liability for personal injury that incurs during our training courses caused by the negligence of any third party. The Woodhouse Academy will not be liable for indirect, special, or consequential loss (including loss of anticipated profit or data), howsoever arising, even if it has been advised of such potential loss.
- 19.2 The Woodhouse Academy will not be responsible for any damage resulting from any computer viruses arising from software installed on a Client's computer systems.

20. **Personal Belongings:**

Personal belongings or items belonging to a Client that are brought into a training course by the aforementioned Client, are the sole responsibility of the Client. The Woodhouse Academy accepts no responsibility for the items or any loss or damage that may occur during the course.

21. **Deviation:**

No deviation from these terms and conditions will be allowed without the express written permission of a Director of The Woodhouse Academy. No communication either verbal or printed on our websites will override these Terms and Conditions. If, in any case, any of these conditions shall be held to be invalid or shall not apply, the contract and the other conditions shall remain in force and effect. These Terms and Conditions override all terms raised on a PO by a client.

22. **22. Force Majeure:**

22.1 The Woodhouse Academy shall not be in breach of this contract if the provision of services are delayed or cancelled or reduced through any circumstances beyond its reasonable control, including acts of God (including but not limited to, fire, flood, earthquake, storm, snow, hurricane, or other natural disaster), sickness, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout, or interruption or failure of electricity or telephone service.

22.2 Clients must ensure that they can attend the training courses that they are scheduled to attend. The Woodhouse Academy will not be held liable, financially or actually, for their non-attendance, whatsoever the reason may be.

23. **23. Privacy Policy:**

23.1 The Woodhouse Academy is committed to maintaining your privacy and the use of your personal information. If at any stage you have a question regarding the personal information that we hold on file, please do not hesitate to contact us.

23.2 The Woodhouse Academy will not disclose personal information to a third-party organisation unless we have your prior consent to provide this or you have opted to allow the use of your personal information in the pursuit of performance and delivery of our service to you. If the request for your personal information is for a legal purpose, this we would class as an exception, but only after we have 100% fully verified the name or organisation requesting your personal details.

23.3 It is our commitment not to collect personal information from Clients visiting our website unless they have voluntarily submitted their personal information via one of our contact forms that requires information that could be based on an enquiry or to book onto a training course. If you start to complete a contact enquiry form and decide not to finish, partial details are stored from where The Woodhouse Academy may use this information to make contact with you, only to discuss your initial enquiry that was started but not finished. From time to time, The Woodhouse Academy may contact you to inform you about a specific future training programme. Visitor IP addresses may be seen by The Woodhouse Academy and on some occasions, the provider's host name but this information will not disclose your identity.

24. **Recording of The Woodhouse Academy's Employees, Tutors or associates**

24.1 The monitoring or recording of any Woodhouse Academy employee is not permitted under any circumstances

24.2 Clients are not permitted to take any video/photography/audio during the course without prior written consent of The Woodhouse Academy and its Clients, failure to do so will be considered a direct breach of our terms of business and this matter would be taken very seriously.

- 24.3 Clients are not permitted to take any video/audio during correspondence with The Woodhouse Academy's employees without prior written consent of The Woodhouse Academy and its Clients, failure to do so will be considered a direct breach of our terms of business.
- 24.4 The Woodhouse Academy may take photographs, videos, or any audio recordings of you during a course. We will not use this material for The Woodhouse Academy's own marketing purposes without your prior consent.

25. Security and Encryption:

- 25.1 We use the highest level of security and encryption methods available for processing payments online. We also strictly adhere to best practices of data protection. That means your payment details are as secure as they possibly can be when making a purchase with us.
- 25.2 The Woodhouse Academy shall implement reasonable measures to ensure that correspondence and machines used during training events are free from viruses and potentially harmful malicious software.
- 25.3 The Woodhouse Academy makes no warranty for the reliability, protection, or virus-free nature of the material that is downloaded from our website.

26. Confidentiality

- 26.1 All Client and Company information that is disclosed to The Woodhouse Academy will be kept confidential. Such information will not be disclosed by The Woodhouse Academy to any third party organisations or individuals, unless reasonably required for the performance of our service delivery, for example booking examinations.
- 26.2 Such information shall only be disclosed to employees that require such knowledge to conduct their role at The Woodhouse Academy. Such individuals are subject to legally binding obligations of data protection and confidentiality.
- 26.3 The Woodhouse Academy shall not be liable for the disclosure of any Client or Company information that is readily available in the public domain, or if dissemination is agreed in a legally binding written approval document.

27. Credit

Credit, where mutually agreed with The Woodhouse Academy to be left on a customer account, is non-refundable and must be redeemed within 6 months of the agreement date.

28. Exams

- 28.1 Institute of Asset Management (IAM) Exam vouchers may be purchased from the Woodhouse Academy. Clients will receive their examination voucher following receipt of payment.
- 28.2 On receipt of the exam voucher the client will accept the terms and conditions of the IAM.
- 28.3 The client is responsible for selecting and booking their examination date. Qualification fees cover the registration process and provide entry to sit the examination once. If a candidate opts to re-sit the examination, the same fee applies to register and sit the exam again.

We work in probabilities and actuarial risk so while all consultancy analysis and training services are provided in good faith, no responsibility either express or implied can be taken by The Woodhouse Partnership Ltd for conclusion or actions made by the Client or any other party as a result of our advice or opinion.