

Terms of Business

PARTIES

- a. These Terms of Business (Terms) form part of the contract made between you and us, with details set out in a Booking.
- b. Definitions applying in these Terms are set out in the clause headed "Definitions and Law" below.
- c. Our contract with you consists of the Booking Confirmation agreed by you and these Terms. Only those items from proposal documents that are specifically incorporated into an agreed Booking Confirmation and corresponding fees become contractual terms.
- d. You can accept a Booking Confirmation by letting us know that you accept it, by signing it, or by asking us to start work. Once a Booking Confirmation is agreed, any postponement or cancellation will be subject to these Terms.

SERVICES

- a. The scope and timetable for work to be undertaken is set out in the Booking Confirmation. We can agree to alter a Booking Confirmation by issuing a revised Booking Confirmation or by an exchange of emails.
- b. The fee is set out or referenced in the Booking Confirmation. Unless otherwise specified, office out-of-pocket expenses (including stationary, postage, USBs, DVDs, CDs, paper and consumables) and travel expenses will be charged as an additional charge.
- c. Any arrangements that are unique to your engagement of our services are set out in the Booking Confirmation.
- d. Unless otherwise specified in the Booking Confirmation, all equipment and facilities needed to deliver the Services, including room hire, equipment hire, licenses and rentals for third party materials, will be organised and provided by you at your own expense.

BASIS OF AGREEMENT

- a. Our Services are provided on a 'business-to-business' basis. If you are using us for something personal (that is, as a consumer rather than related to your business), please let us know by email without delay. Any special cancellation rights you may have as a consumer will not override your obligation to pay for work that we have done in accordance with a Booking Confirmation.
- b. **Authority:** The person named in the Booking Confirmation will be our main contact and has the authority to agree payments and tell us what work to do.
- c. **Associates:** We may propose the use of associates if we think it is appropriate to your requirements. We contract with our associates to provide appropriate levels of security

and confidentiality in line with our service to you. The relevant Associates delivering the Services will be identified to you within a reasonable timeframe ahead of delivery and you will have an opportunity to talk to them beforehand. You will have the right to accept or reject associates before they are used.

- d. **Development Time only:** If we are charging you for development time on an hourly or day rate basis and you want us to share time records with you, this must be specified in the Booking Confirmation.
- e. **Insurance:** We carry an appropriate level of professional indemnity insurance for a business of our size. If you wish us to take out additional insurance, we are happy to do so if you agree to pay the additional cost. We will upon request show you our current certificates of cover and policy terms so you can take a copy.
- f. We will not order any goods or services on your behalf unless that is authorised by the person identified as having the authority to do so.

TIMING AND STANDARD OF PROVISION OF SERVICES

- a. We will use our reasonable endeavours to deliver Services according to the timetable described in the Booking Confirmation. You should ensure that you provide us in good time with information and/or resources specified so that we can meet deadlines. If you do not, we reserve the right to reschedule Services.
- b. If the Booking Confirmation provides for staged fees or deposits or we have otherwise agreed to do so, late payment will result in a late start on the work which may lead to us rescheduling Services.
- c. We prepare for Services of the specified length for a particular number of delegates. If you have changes on the day, requiring a shorter slot time or a longer one, or there is a large discrepancy in delegate numbers, we will do our best to accommodate you but we may not be able to provide the quality of delegate experience originally specified.

FEES, DEPOSITS AND CANCELLATIONS

- a. Fees are chargeable in accordance with the Booking Confirmation. Where applicable VAT will be charged at the appropriate rate. Expenses are charged as described.
- b. Where a day rate is specified, it is on the basis of a 7 hour day.
- c. **Overruns and cancellations:** When we have booked meetings or workshops with you within a Booking Confirmation, we have committed that time to you and may well have rejected other fee-paying work for that slot. We shall have the right to charge for all booked time, and to charge additional fees at the project rate for time overruns on meeting and workshop schedules.
- d. **Rescheduling:** Unless otherwise stated in the Booking Confirmation, you may postpone by up to four weeks booked sessions and workshops to alternative available dates in our

diary without additional charge, provided the re-booking is done no less than two weeks prior to the original start of the event.

- e. For sessions and workshops which are not rescheduled in accordance with 5(d), we may treat this as a cancellation and charge the full fee.
- f. Unless otherwise stipulated, when a Booking Confirmation is agreed, 50% of the fee is immediately due for payment. The balancing 50% of the fee is due for payment no later than one calendar month before the scheduled event date.
- g. If you do not pay by the due dates, we may reschedule further work until payment is made.
- h. We reserve the right to charge interest on overdue amounts at the rate of 2.22% per month (or, if higher, equivalent to unauthorised overdraft rate from our business bank). Your subsequent payments will be applied to interest and finance charges first, and then to fees and costs outstanding.
- i. Unless otherwise specified in the Booking Confirmation fees should be paid in pounds sterling in England. Payments must be made net of transaction and currency fees.

OWNERSHIP OF WORK/COPYRIGHT ASSIGNMENT

- a. Rights in all Materials produced by us are and shall remain our absolute property. You and your Delegates may use Materials only for the specific Services covered by the Booking Confirmation and for Delegates' private use to support the learning from that event. You will ensure our copyright claim appears on all Materials and use your best endeavours to ensure that Delegates do not disclose or use the Materials without our permission for any other purpose.
- b. If you want you or your Delegates to have additional rights to disclose or use Materials, you must ensure that appropriate provisions are added to the Booking Confirmation. This will usually cost extra. No rights to use Materials whatsoever are granted unless and until fees and expenses and all other charges due have been fully paid by you.
- c. You will indemnify us against all costs, expenses and damages if a claim is made against us that our use of Materials provided by you breaches any third party Rights.
- d. We will use Materials that we have the rights to use. This may include third party material. You must use your best endeavours to ensure that our Rights and those of our third party suppliers are respected.
- e. You may not adapt or use any Materials provided to you in fulfilment of a Booking Confirmation for your own (or any other person's) benefit or purposes. Please be clear: neither you nor your delegates have the right to re-use any part of any Materials on any other occasion of training or coaching within your organisation, nor to disclose those Materials to individuals who were not Delegates on the event, nor to authorise any other

person, firm or organisation (including your associated companies or firms and subsidiaries) to use those Materials.

- f. You may not photograph us, record us, or video us at your event unless this is agreed in the Booking Confirmation or separately afterwards (usually, at an additional cost). If recording is agreed, the content delivered by us that is captured by you or on your behalf will remain our absolute copyright and its use may be subject to a repeat fee or license fee.
- g. When we are delivering at a conference where confidential material is not an issue, your Delegates and publicist may take photos and short videos for sharing on social media while the event is in progress, but these shall not be recombined by you (or your agents or associates) to form any product or record that publicises a future event, or is available to Delegates in any form, without our express consent.
- h. If we agree to being photographed, recorded or filmed by you or your agents, you will promptly provide us with best quality copies of all material in editable format with the rights to use and edit them for our own purposes. You will ensure the proper transfer of rights from third parties to us to allow us to re-use that material without limit.
- i. You may not use any Materials we have provided for other events, or replays, or for any other purpose, without our express consent.
- j. If you wish us to submit slides or handouts in advance of the event, you must provide us with a schedule of deadlines and dates at the time of Booking Confirmation. We cannot always accommodate sudden requests for submission of material.

POLICIES AND PROCEDURES

- a. **Resolving problems:** If there is anything about your project that is not going as you want, or if you have any query or complaint, please speak to us straight away.
- b. **Working at your premises:** We may from time to time work at your premises and be covered by your Health and Safety policy.
- c. When we are delivering on site, please ensure appropriate space and equipment has been booked and that security clearance and access to the building and onsite parking is pre-arranged.

INFORMATION AND DATA

- a. Unless otherwise specified in the Booking Confirmation, we will provide Associate biographies pictures and copy identifying what we are doing for you.
- b. Any promotional material, pictures, bio are licensed to you for use in promoting the Services we are booked for. You may not use it for any other purpose unless expressly authorised.

- c. **Our use of your information:** We will only use or disclose Confidential Information provided to us in order to perform the Services set out in the Booking Confirmation, or if we are required to disclose it by a court order or under a statutory obligation.
- d. **Documents and information:** We will need to agree a safe and secure system of you sending us your confidential documents and information (and us returning them to you). We are not liable for data that is not securely transmitted to us. You must:
- Share your Data Protection and Confidentiality policies with us.
 - Specify what secure mediums you want to use to send, store, and receive confidential data and information relating to any identifiable individual.
 - Specify what, if any, information (data) we can download, and where it should be saved on our PC or other device or location
 - Note that we may make and keep temporary backups to ensure continuity of service.
- e. **Passwords:** Any passwords you give us are for our exclusive use. We will report any password changes required by site security and make sure you have up to date access. We will not share this access with any individual. You will provide additional passwords and access if additional team members need to use your system.
- f. **Social media accounts:** We will not set up any social media or email account or fan/group/web/forum pages using your name or your brand name(s), or for people to respond to unless your Booking Confirmation specifically says so.
- g. **Data protection:** Information about living individuals is protected by data protection legislation.
- If requested, we will check where (geographically by country) information on our system is held, and that it is securely held and not available to anyone other than you.
 - We will then notify you of the responses and let you know what steps we have taken to make it secure.
 - We will only use information about living individuals where it is necessary to fulfil our contract with you.
- i. **Access:** We will normally need access to the venue the Services are due to take place in at least one hour before the start time. Please make sure that we have the appropriate joining instructions, security clearance (where relevant) and a mobile number of someone on site who can be reached at that time.

RESTRICTION AND LIMITATION

- a. **Our people:** You may be working with our associates and employees. They are all under contractual terms that prohibit them from working directly for our clients. If you want one of our team to work directly for you, we would consider releasing them from their contractual obligations for a suitable fee representing the all-in cost of locating, recruiting and training a substitute and our loss of profit.
- b. **Force majeure:** We will not be liable for failure to provide services where it is not reasonably practicable to do so due to circumstances beyond our control. This will include where the Trainer is taken ill or has a family crisis in their immediate family. This will also include when the British Foreign Office advises nationals not to travel where the event is due to take place. We will do our best to suggest alternative arrangements, offer a suitably qualified substitute, create a virtual event or find alternative dates.
- c. **Limitation of liability:** We have quoted you a fee based on the level of insurance cover we carry as set out in the Booking Confirmation. If you want us to obtain additional insurance cover, we will requote.
- d. There shall be no personal liability of any of our directors, partners, employees, agents or sub-contractors arising in any way out of the performance or non-performance of services or relating to the supply of products.
- e. We shall have no liability for any indirect or consequential losses or expenses suffered by you, however caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.
- f. Our aggregate financial liability to you shall in no circumstances exceed the fees paid for the services which gives rise to such liability.
- g. Nothing in these Terms shall be interpreted as excluding or restricting any legal liability on us for death or personal injury resulting from our negligence or the negligence of our employees, agents or sub-contractors.

TERMINATION

- a. Termination of a Booking Confirmation shall not affect rights and obligations already accrued prior to termination, and shall not undermine the continued enforceability of the confidentiality and intellectual property obligations set out in these Terms.

DEFINITIONS AND LAW

- a. In these Terms, the following words or phrases have the meaning set out in this clause.

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| "Booking Confirmation" | an agreement that we will supply Services on specified occasions and/or with a specified outcome as set out in a Booking Confirmation Form or in a formal proposal. |
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| "Clause" | a numbered clause of this Agreement. |
| "Confidential Information" | means all information that we discover because of or through our connection with you which is about or relating to you or your business or your people (including your directors or partners, investors, staff, suppliers, customers, clients, prospects and contractors), excluding information that is openly published by you or information that is publicly available without breach of our confidentiality obligation. However, "Confidential Information" does not include information that is openly published by you, or information that is publicly available without breach of our confidentiality obligation. |
| "Delegate" | means any individual invited to attend or attending an event comprised in Services one of our programmes or given access to Materials, including your employees or other contractors |
| "Including" | the word "including" shall not imply any limitation on the generality of the concept or thing of which examples are being given. |
| "Materials" | means written, audio and visual materials used or produced in the course of or to support delivery of Services, including handouts, videos, questionnaires, games, case studies, explanatory material, notes, calculations, specifications, reports, designs, drawings, flow charts, plans, trainer notes, reference material, prototypes. |
| "Rights" | includes: <ul style="list-style-type: none"> • intellectual property rights including (but not limited to) copyrights, patents, registered designs, design rights, trademarks, service marks, and • the right to apply for or register any such protection, and • all rights relating to trade secrets and other unpublished information. |
| "Services" | the work to be supplied or the outcomes to be achieved by us, as set out in a Booking Confirmation. |
| "Associate" | the individual delivering the training or other Services described in the Booking Confirmation. |
| "You" | refers to the person, firm or organisation for whom Services will be performed by us. |
| "We" and "us" | refers to the person, firm or organisation agreeing to provide Services. |

- b. **No waiver:** If we or you delay or fail to enforce any term of a Booking Confirmation or these Terms on any occasion, that will not affect or limit our or your ability to enforce that term on any other occasion or at any time.
- c. **Severability:** If any provision of a Booking Confirmation or these Terms is unenforceable, words shall be struck out to the minimum extent necessary to make the provision enforceable. This shall not affect the enforceability of the other provisions.
- d. **Law and jurisdiction:** All our contracts are governed by English law and subject to the exclusive jurisdiction of the English courts.