

OUR AGREEMENT

These Terms of Business supplement the agreement set out in a Booking.

We will start work when you accept our Booking. You can accept by letting us know that you accept, or by asking us to start work. No-one can process Personal Data for you until you have given written data processing instructions. Please complete the Data Processing Form with this Agreement or use your own data processing instructions.

The Services to be provided are set out in the Booking. They can be amended by exchanging emails or by issuing a revised Booking.

EXPECTATIONS

Quality standards that are unique to the project are set out in the Booking.

If asked to travel, travel time and travel expenses will be separately charged.

Our objectives, expressed in general terms, will be:

To understand your goals;

To understand your key timings.

For us to achieve the best results for you, we need your active co-operation. Specifically, you should:

Promptly provide the resources you are responsible for;

Provide clear joining instructions for Participants;

Provide timely access to other team members and policy documents where necessary.

We will provide biographies, pictures, and copy identifying what we are doing for you.

If the Booking includes us providing promotional material, you must produce a schedule of key dates by which we shall have the material, and when you want material from us. While we want your event to succeed, it is not always possible to respond to short notice requests. You must get our approval before publishing or sharing. We reserve the right not to respond to such requests if they are not made in accordance with an agreed schedule or in a timely fashion.

Face-to-face meetings are not included unless those are specifically included in the Booking.

Where Participants can communicate with each other during a Programme you will provide appropriate group rules and share them before they join.

Where a Participant breaches the group rules, we may mute them or exclude them, or require the Session administrator/host to do the same. We also reserve the right to suspend or terminate their group support without compensation or a right to substitution, and without prejudice, to other remedies we may have.

Where Participants' names, voices or images appear when participating in a Programme, you will ensure they are fully aware of this in advance and have signed appropriate consent for the live and recorded versions of Sessions to be shared as needed.

Insurance: If we carry professional indemnity or IR35 insurance, we set out the amount we are insured for in the Booking. If that field is blank that means we are not currently insured. If you wish us to take out insurance or additional insurance, we are happy to do so if you agree to pay the additional cost. Normally this is an annual cost, and it may not be possible to refund the charge if you do not use us for the exact year that our insurance runs. You can ask us for a copy of our current certificates of cover and policy terms.

BUSINESS ARRANGEMENTS

Our Services are provided on a 'business-to-business' basis.

The way we work is part of our trade know-how and shall not be under your direction or control.

We shall continue to market our services and work for other clients and maintain an independent business of our own.

Authority: The person named in the Booking will be our main contact and has the authority to agree payments and to agree changes to a Booking. We will not order any goods or services on your behalf unless it is authorised by that person.

It is your responsibility to ensure:

that your Participants have adequate equipment, broadband/wi-fi and time to access the Programme and use appropriate virus and malware protection;

the safety and security of Participant log-ins, links, access, and downloads;

that you and your Participants do not do anything to interfere with the running of our website(s) or platforms, nor attempt to gain access to any parts of our site(s) to which you have not been granted access.

BUSINESS CONTINUITY AND RESILIENCE

If the Programme has elements of live support, we reserve the right to substitute for the lead Presenter where necessary.

Associates and substitutes: We may use associates or substitutes to deliver parts of the Programme.

You may not change the platform, server or other methods of delivery of Services from those specified in the Booking without prior agreement. This may involve additional charges for practise time and support.

TIMING AND STANDARD OF PROVISION OF SERVICES

We will use our reasonable endeavours to deliver Services according to the timetable described in the Booking. 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, and you will pay all cancellation and rebooking costs.

If the Booking provides for staged fees or deposits, late payment will result in a late start on the work which may lead to us rescheduling Services.

We prepare for events of the specified length for a particular number of Participants. If you have changes on the day, requiring a shorter slot time or a longer one, or there is a large discrepancy in Participant numbers, we will do our best to accommodate you but we may not be able to provide the quality of Participant experience originally specified.

For Sessions run on your platforms we will need direct access to your IT support team to ensure we have appropriate rights to run the programme as described and we will need rehearsal time to ensure all is well.

We will arrive no earlier than half an hour before the Session starts and stay no more than half an hour afterwards. We may not be able to accommodate staying later if the Session overruns.

If you wish us to pre-record videos, submit slides or handouts in advance of the Session, you must provide us with a schedule of deadlines and dates at the time of Booking. We cannot always accommodate sudden requests for submission of material.

Timetables: Our ability to meet timetables depends on your giving us access in good time to all the information or resources we need from you. If you are late with information or resources, we reserve the right to reschedule Services.

Availability: Our normal working hours are displayed on our web site, and/or set out in the Booking. Availability outside these hours cannot be guaranteed without agreement in advance, and work outside those availability hours will be subject to additional work surcharges. We are not available over the weekend or on Bank and Public Holidays unless expressly agreed.

FEES, PAYMENTS AND EXPENSES

Fees and expenses are set out in the Booking. Out-of-pocket expenses (including books, manuals, videos, USBs, DVDs, CDs) will be charged as an additional charge. Where applicable VAT will be charged at the appropriate rate.

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.

Where a day rate is specified it is based on a 7 hour day. Our normal hourly rate will be 1/7th of the day rate unless separately specified in the Booking.

Additional work outside the scope of the original Booking will be charged at our normal hourly rates unless otherwise agreed in a Booking. If you change delivery platform from that originally specified in the Booking, then practice and familiarisation on the new platform may be an additional charge.

If discounts have been offered for repeat days/events, this is normally by providing additional free-of-fees events. If payment discounts are offered and discount qualifications are not fully met, we will charge events at their full pre-discount price, even if they have already taken place. Note that expenses are chargeable for rescheduled events that are provided free of fees.

Overruns and cancellations: Where we have committed time to you, we may 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.

Rescheduling: Unless otherwise stated in the Booking, you may postpone by up to four weeks live sessions to alternative available dates in our diary without additional charge, provided the rebooking is done no less than two weeks before the original start of the event.

Where sessions are not rescheduled in accordance with the previous paragraph, we may treat this as a cancellation and charge the full fee.

When a Booking is agreed, any Deposit is immediately due for payment. The balancing fee is due for payment no later than the date(s) set out in the Booking.

If you do not pay by the due dates, we may reschedule further work until payment is made.

Fees should be paid in the currency specified in the Booking. Payments must be made net of transaction and currency fees.

We reserve the right to charge interest on overdue amounts at the rate set out in the Booking, or where the Booking does not specify at the rate of 2.22% per month (equivalent to unauthorised overdraft rate from the bank). Subsequent payments will be applied to interest and finance charges first, and then applied to fees/costs outstanding.

Any time and expenses incurred in responding to your requests to audit data for GDPR compliance or complying with an external legal body's legal requirements to disclose information or submit to audit may result in charges at our normal hourly rate (or the equivalent) for the work incurred.

Upon termination of a Booking, further time-based charges may be incurred in handing over, returning, data, or responding to enquiries. This would be charged at our normal hourly rate or the equivalent.

If you specify that we should securely store data for you in our software or systems for longer than six weeks after the termination of a Booking, we reserve the right to charge for this storage and securing at the rate of £500 a year or such other amount as specified in the Booking.

We have quoted our fees on the basis of a business-to-business arrangement where we are entitled to be paid our fees without deductions.

RIGHTS TO USE / COPYRIGHT

IP Rights in all Materials produced by us and/or presented in the Programme are and shall remain our absolute property.

Participants may use Materials only for their participation in the Programme and for private use to support their learning from that Programme. You must not disclose or use the Materials without our permission for any other purpose.

Please be clear: you and your Participants do not have the right to re-use or publish or adapt any part of any Materials, nor to disclose those Materials to anyone. If you want to do any of these things, you need our written consent before you do it.

Where the Programme involves Participants posting material or comments into a group environment, you must ensure that they are not breaching any third-party rights in their postings. You must require that Participants do not make any slanderous or defamatory statements, or bully or harass anyone or breach our Group rules. You should make Participants aware that they cannot be “off the record” in any group sessions. You will indemnify us against all costs, expenses and damages we suffer if a claim is made against us arising from your breaches of this provision or from Participants failing to follow these requirements.

We may record and monitor any Sessions and related comment threads. We may publish the complete recordings or edited highlights. You agree that all IP Rights of any nature in those recordings and in their contents belong exclusively to us. You will procure that Participants waive all moral rights defined in English law in the Copyright, Designs and Patents Act 1988 (as amended, re-enacted or replaced) and parallel rights in other jurisdictions with respect to their contributions and that they agree to grant us an irrevocable perpetual royalty-free licence to publish and use them.

You and your Participants may not photograph, screenshot, record, or video any Session content unless this is agreed in writing in advance. If recording is agreed, the content delivered by us that is captured by you or on your behalf will remain our absolute copyright and your using it may be subject to a repeat fee or licence fee.

Any promotional material, pictures, biographies are licensed to you for use in promoting the event we are Booked for. You may not use it for any other purpose unless expressly authorised.

POLICIES AND PROCEDURES

Resolving problems: If there is anything about your Programme that is not going as you want, or if you have any query or complaint, speak to us straight away.

CONFIDENTIAL INFORMATION

Your information and our confidentiality: We will only use or disclose your Confidential Information to deliver the Programme or if we are required to disclose it by law. We may keep some Confidential Information to keep a record of what we did for you.

DATA PRIVACY

We will process your Personal Data in line with our Data Privacy Policy. A link to our Data Privacy Policy can be found on our website.

The Programme may come with support on third-party sites (such as Facebook or LinkedIn). Your data on those sites is held in accordance with their Data Privacy policy provided to you as part of your membership of that site. You should secure your settings appropriately on those platforms.

WARRANTIES AND LIABILITY LIMITATION

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.

All Materials are created on the basis of our experience and knowledge. Many Sessions will contain content that disagrees with other organisations' outputs. It is Participants' individual responsibility to determine whether to act upon any of the content and to seek further advice before doing so.

Our Materials are written to share information and improve Participants' knowledge and techniques. We cannot promise you or your Participants any specific outcome(s) as a result of Sessions.

Limitation of liability: There shall be no personal liability of any of our principals, directors, partners, employees, agents or sub-contractors, or your fellow participants, arising in any way out of the performance or non-performance of the Services.

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.

Our aggregate financial liability to you shall in no circumstances exceed the fees paid for the Programme which gives rise to such liability.

Nothing in these Terms shall be interpreted as excluding or restricting any legal liability on us or others where liability cannot legally be excluded or restricted.

We do not warrant that our web site or our recordings of Sessions will be available at any particular time or location; that any defects or errors in Sessions will be corrected; or that the Materials are free of viruses or other harmful components.

TERMINATION

Termination of our participation in a Programme, whether by you or by us or by the Programme coming to an end, shall not affect rights and obligations already accrued before termination, and shall not undermine the continued enforceability of the confidentiality and intellectual property obligations set out in these Terms.

DEFINITIONS, INTERPRETATION AND LAW

In these Terms, the following words or phrases have the meaning set out below.

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| “Confidential Information” | all information: <ul style="list-style-type: none">- that we discover because of or through our connection with you; and- which is about or relating to you or your business (including financial information, products, services, |
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service levels, customer satisfaction, proposed services and products, pricing, and margins) or your people (including your directors or partners, investors, staff, suppliers, customers, clients, prospects and contractors).

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.

“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 or presented in the course of or to support the delivery of the Programme, including handouts, videos, questionnaires, games, case studies, explanatory material, notes, calculations, specifications, reports, designs, drawings, flow charts, plans, trainer notes, reference material, prototypes.
"Participant"	means any individual attending any part of the Programme.
"Programme"	the event, course or training organised by you to which we are going to contribute with the work described in the Booking.
“IP 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.
"Session"	an element of a Programme which we are presenting or to which we are contributing.
“You”	refers to the person, firm or organisation organising the Programme or on whose behalf the Programme is being organised.
“We” and “us”	refers to the person, firm or organisation providing the presenting Services described in the Booking.

No waiver: If we or you delay or fail to enforce any of 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.

Severability: If any provision of these Terms is unenforceable or invalid, words shall be struck out to the minimum extent necessary to make the provision enforceable and this shall not affect the enforceability of the other provisions of our contract.

Law and jurisdiction: This Agreement is governed by the law of the country/state where we are based (as described on our website) and is subject to the exclusive jurisdiction of the courts of that country/state.