# **MJ Plumridge Terms & Conditions**

Our Terms & Conditions are written specifically for each job of work but include a number of standard elements. We have slightly different terms depending on whether clients book us for training, speaking, presentations, events, consultancy etc.

## **Example of our Terms**

Client: Booking Ref: Course Booked: Course Date: Venue: Agreed Fee: Max Attendees:	XXXXXX XXXX Volunteer Management & Retention XXXXXXX 10:00a.m. to 16:15p.m (approx) XXXXXXX £XXX £XXX 16
Max Attendees: Additional Fee:	

# **STANDARD TERMS & CONDITIONS (Training Services)**

The following are the Terms & Conditions that apply to the provision of training services ("the Services") by M J Plumridge Training & Facilitation ("we" or "us"). By placing a booking with us, you confirm your acceptance of these Terms & Conditions, which will apply notwithstanding any other terms that you may specify.

#### The Services

The Services shall be those agreed at the time of your booking and specified above. The Services will extend to general information and training on the subject that you have requested. We aim to cover as much content as reasonably practicable in the time that you have booked but it should not be expected to be exhaustive. It is your responsibility to ensure premises and / or equipment that you provide for the purposes of the Services comply with all relevant health and safety requirements. Please ensure that candidates are punctual and able to stay for the whole period of the training. For those who are not, we may not be able to issue the relevant Certificate of Attendance for that course (if applicable). Certificates of attendance will be dispatched as soon as possible after the training but will not be issued until payment of the Charges has been received in full. Please note that a charge of £7 exclusive of VAT may be made for the replacement of any certificate.

#### **Training Materials**

We may create our own training materials or use other source materials. In either case, you are not entitled to reproduce, reuse or disseminate such training materials without prior written consent from us. To the extent created by us, copyright and all other intellectual property rights in the training materials are the property of M J Plumridge Training & Facilitation.

#### **Charges and Payments**

Charges are calculated on a half day, whole day or per hour basis exclusive of VAT. There is a minimum charge of 2 hours per booking. We reserve the right to charge interest on late payment at 5% p.a. above the Bank of England Base Rate.

Unless specifically agreed with us previously:

- The Charges must be paid in full no later than 14 days **before** the agreed date of the Services in question (If we have not received payment 7 days before the Agreed event date, then we reserve the right to cancel but FULL Payment will still be charged)
- · We set a maximum of 16 attendees per session to ensure better learning outcomes
- We reserve the right to subsequently invoice an additional charge per person where numbers have been exceeded without prior discussion with us, at a rate as specified above exclusive of VAT

### **Cancellation or rescheduling**

If you cancel the booking:

- 1. 9 12 weeks in advance, then 25% of the fee will be charged
- 2. 4 8 weeks in advance, then 50% of the fee will be charged
- 3. 2 4 weeks in advance, 75% of the fee will be charged
- 4. Less than 8 days in advance, then 100% of the fee will be charged

If you need to reschedule less than 8 days prior to the delivery of the services, an additional 25% of the course fee will be charged as a late notice alteration. Any charges already incurred on your behalf (i.e. equipment, travel, overnight costs etc) for this event, will be chargeable to you, if a refund cannot be obtained from the relevant supplier.

#### General

We confirm that we have £2 million professional liability insurance cover. Our liabilities in relation to the Services, howsoever arising (other than in respect of personal injury), shall not at any time exceed the amount of the Charges paid by you for those Services.

These Terms & Conditions set out our entire responsibility in relation to the Services. All warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Under no circumstances shall we be liable for any consequential loss or damage (whether for loss of profit, loss of goodwill, emotional distress or otherwise) resulting from the provision of the Services. No waiver by us of any of these Terms & Conditions shall be considered. These Terms & Conditions are not intended for the benefit of any third parties and the provisions of the Contracts (Rights of Third Parties) Act are hereby excluded. These Terms & Conditions shall be governed and construed in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction in relation thereto.