

TERMS & CONDITIONS

1. Definitions

In these terms:

- "the company" Impact Learning & Development.
- "the client" meaning the person, firm, or company whose booking for training or consultancy this service relates to.

2. Contract and Payment

The signing of an appropriate booking form will be deemed as the client acceptance and agreement to the proposal for training or consultancy services, as outlined between the Company and Client and to the terms and conditions contained herein. The booking form is to be signed by the client prior to the commencement of the consultancy service.

The company will issue an invoice on receipt of the signed booking form with payment to be made in full no later than 14 days after the invoice date.

Interest upon fees will be chargeable for non-payment after 30 days - this will be 5% above the Bank of England base rate.

3. Cancellation

Cancellation of any agreed programme will incur the following fees from date of signed booking form.

- 50% programme fee payable for any cancellation where deferment has not been agreed.
- 100% of programme fee payable if programme is cancelled up to 14 days prior to programme being delivered.

4. Deferrals

If the client requests the training or consultancy service to be deferred to a date, more than four months after the commencement date of the contract or for an indefinite period the programme will be deemed to have been cancelled and a 75% programme fee will be incurred.

5. Client Obligations

The client is responsible for booking, confirming and arranging payment for any venue accommodation required unless agreed differently between both parties.

6. Confidentiality

Both the company and the client agree not to disclose any confidential information to a third party during the term of this agreement and for a period of twelve months after the relationship / booking contract expiry for whatever reason that may have been learned from the other before or during the course of the agreement.

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7. Travel and incidental

Expenses will be charged to the client under a separate invoice on termination of the booking contract. Travel will either be by car; rail (standard class) - whichever is deemed most appropriate.

The car allowance will be charged at 40p per mile plus any parking fees or taxi fares where appropriate.

Any overnight accommodation will be charged against standard premier lodge rates plus subsistence at £25 per day.

8. Materials

The company will provide all learning materials.

All written and printed material provided for the training or consultancy service is copyright and must not be reproduced or distributed to third parties.

Any hire charge for visual equipment, etc will be charged to the client at cost.

The company retains the copyright on all materials licensing the client to utilise these materials in the client company. The company retains all copyright and owns the intellectual property of everything we do except specific client related information for use within that client company.

The materials will be exclusive to the client company and used solely within the client company.

9. Limitation of Liability

Each party shall be responsible to the other in respect of any loss or damage to any property or injury or death of any person caused by the negligence of or breach of statutory duty or by wilful misconduct of its employees, agents or subcontracts.

Except in respect of injury or death of any person, the liability of the company shall be limited to the amount of the company's fee charged to and paid by the client pursuant to this agreement. If the fee in question has not been paid at the date of the event giving rise to the claim, the company shall be released from any and all liability under this agreement (liability for injury and death to any person excepted).

Under no circumstances will the company be liable for any loss of profits or contracts or for any indirect economic or consequential loss or costs whether arising from negligence, breach of contract or of statutory duty or otherwise.

If you have any queries regarding these terms please contact Impact on **08451 580 073** or email **info@impactld.co.uk**