

Terms & Conditions

Terms & Conditions – as at July 2022

1. Definitions

In these Conditions the following expressions shall have the following meanings:

- “*The Company*” means Connections in Mind Ltd
- “*The Client*” means the person, company or other legal entity identified as providing a request to Connections in Mind Ltd
- “*Services*” means the goods or services to be provided by Connections in Mind Ltd to the Client under the terms of the contract and “*Services*” shall be construed accordingly.
 - “*Confirmation Date*” means the date when all the following apply:
 - A request to supply Services has been received from the Client by Connections in Mind Ltd
 - Connections in Mind Ltd has confirmed to the Client that the workshop, coaching or development day, or other Services requested are available.
 - Payment has been received or alternative payment method agreed.
 - “*Contract*” means the contract between Connections in Mind Ltd and the Client under which the Services are to be supplied by Connections in Mind Ltd to the Client.

- “Day” means every day of the week including Saturday, Sunday and statutory holidays. “Month” means a calendar month. “Week” means seven consecutive days.
- “*Intellectual Property*” includes all training materials, notebooks, manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information.

2. Prices

The price payable for the Services shall be the price quoted in the Training Proposal or the Letter of Agreement prepared by the Company at the Confirmation Date unless otherwise stated.

The price does not include travel, accommodation, meals or other related expenses unless otherwise stated.

Accommodation and meals will be provided by the Client the night prior to the training and on the day of the training unless alternative provision has been agreed.

All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate.

3. Terms of Payment

Where the Services relate to a Delegate Course, payment will be taken at the time of booking.

Where the Services relate to the provision of a Workshop written for the Client, payment must be made within 14 days of the invoice date. The Company is entitled to charge interest at 2% per Month or part thereof on overdue payments.

4. Workshops

The Company may from time to time provide training in conjunction with other Training Providers or Associates. To the best knowledge of The Company these Training Providers and Associates are suitably qualified and accredited to deliver the training courses offered.

The contents of course schedules are intended for general guidance only and do not form any part of a contract. The Company reserves the right to make any reasonable variations to Delegate and Workshop courses, including the content and location of the courses, without notice.

The Company will perform the Services with reasonable skill and care. Any other conditions or warranties whether express or implied as to the quality of the Services are hereby expressly excluded.

5. Delegate Courses

The indication of availability and location shown on The Company website is for general guidance and does not form any part of a contract. Please contact The Company before making any travel or accommodation arrangements as The Company will not be liable for any action that you may take in reliance on the information.

For courses not exclusive to one Client, The Company and its Training Providers reserve the right to refuse admission to the training premises by any person whom they consider in their absolute discretion to be unsuitable for admission onto the training premises or to remove any such person after the commencement of a course.

It is the responsibility of the Client to ensure that the delegates meet the prerequisites of the course on which they are booked, and that the course content meets their requirements.

Unless otherwise indicated, all courses are delivered solely in English and all delegates must be sufficiently proficient in English language before attending a course.

6.Cancellation, Transfers and Substitutions

The Company reserves the right to cancel or arrange an alternative date for a course. In such circumstances The Company will endeavour to provide notice of cancellation or change to the Client. In the event of cancellation, the Client will be entitled to a full refund of the course fee, but The Company shall not be liable for any other loss or expense arising.

The Client may cancel the course booking by notifying The Company in writing by acknowledged email or by recorded delivery as soon as reasonably practicable.

The Client shall also be deemed to have cancelled the course booking if the delegate does not attend the event. The Client shall be liable to pay a cancellation fee as follows:

Bespoke Workshops (for example on Client's site):

Number of Days' Notice	Proportion of Course Fee Payable if Cancelled	Rebooking fee - if transferred to a later date.
14 Days	100%	50%
15-30 Days	50%	25%

Delegate Courses (eg Public scheduled workshops):

Number of Days' Notice	Proportion of Course Fee Payable if Cancelled	Rebooking fee - if transferred to a later date.
7 Day	100%	50%
14 Days	100%	30%
15-30 Days	50%	15%
30 + Days	25%	

In the event that the delegate is unable to attend the course booked The Company will endeavour to transfer the delegate to an alternative course. If this is requested before 1 month from the date of the original course, then no charges shall be payable.

7. Credit Rating

The Company reserves the right to assess the financial status of any organisation or individual making a booking or in the process of making a booking and also reserves the right to require payment prior to confirming a booking.

8. Liability

The Company's total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Client's property, personal injury or death.

The Company shall not be liable howsoever caused for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

9. Force Majeure

The Company shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

If The Company is unable to perform its duties and obligations under this contract as a direct result of one or more such causes The Company shall give written notice to the Client of such inability stating the cause in question.

10. General

The Contract shall only become effective at the Confirmation Date.

Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or

information issued by The Company or its Training Providers shall be subject to correction without any liability on the part of The Company.

No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of The Company.

The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

Registered Company Address

Nightingale House 46-48

East Street

Epsom

Surrey

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