

# OPEN COURSES TERMS AND CONDITIONS

## Deposits

- Upon agreeing to attend a course a deposit is required at 30% the value of the course which is not refundable. The outstanding amount for the course will need to be paid 4 weeks prior to the course starting.

## Courses

- Cancellation or request to move to new course dates within 2 weeks of delivery: 100% of agreed fees will be payable
- Cancellation or request to move to new course dates within one month of delivery: 80% of agreed fees will be payable
- Cancellation or request to move to new course dates within two months of delivery: 50% of the agreed fees will be payable

## Individual Coaching

- Cancellation within 3 working days of delivery: 100% of agreed fees will be payable
  - Cancellation within 5 working days of delivery: 80% of agreed fees will be payable
  - Cancellation within 10 working days of delivery: 50% of agreed fees will be payable
1. If the Client fails to make payment as required by these Terms of Business or if the Client shall go into liquidation or has a Receiver or Administrator appointed, then The Performance Solution shall have the right to cancel this contract and discontinue any work and all sums owing at that time shall become immediately payable as a debt to The Performance Solution.
  2. The Performance Solution reserves the right at any time prior to completion of the contract to adjust the price to take into account any increase in the cost of raw materials, labour, services or other overheads. Where possible, one months' notice in writing of any change affecting the proposed estimate will be given.
  3. Individual facilitators as advertised will be used. However, in the event of illness or any other reason affecting the availability of the facilitator, The Performance Solution reserve the right to substitute a suitable replacement. In the event of cancellation by The Performance Solution due to illness of a facilitator or any other reason beyond its control and a suitable replacement is unavailable, then The Performance Solution will reschedule the course as soon as possible after the cancelled date. No fees will be payable to The Performance Solution for the cancelled work or course. The re-scheduled programme will be payable at the agreed fees.

4. In line with Late payment of Commercial Debt (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 recommendations, interest on overdue accounts will be levied at 8% above the Bank of England base rate for that 6 month period, of the net amount per month. The Performance Solution actively enforces this condition.
5. In the event of cancellation by The Performance Solution due to illness of a consultant or any other reason beyond its control, The Performance Solution will not be responsible for any consequential losses by the client for cancelled accommodation or any other liability. In particular The Performance Solution will not be responsible for any financial, economic or indirect loss incurred by the client including loss of business, profit, income or missed opportunities. It is the client's responsibility to take out suitable insurance cover to protect its property and business interests.
6. It is a condition of acceptance of the attached proposal and of any Contract arising there from that the Client will not recruit or employ either directly or indirectly either full or part time any person who is employed by The Performance Solution upon or in connection with the execution of this project without The Performance Solution's prior consent in writing, signed by a Director, either during the execution of this project or for a period of two years from the completion hereof.
7. All intellectual rights in products developed by The Performance Solution will be the absolute property of The Performance Solution unless specifically developed on behalf of and for a client and for the sole use of the client, when a different agreement may apply.
8. The duplication, resale or delivery to a third party of such product by the Client is not permitted unless express written permission has been previously granted by a Director of The Performance Solution.
9. The person signing the contract shall expressly warrant that he/she has the authority of all persons included in the programme, whether detailed by name or not, to make application upon foregoing conditions on their behalf.
10. These Terms and Conditions supersede any conditions associated with client purchase orders unless otherwise agreed in writing by a Director of The Performance Solution.
11. A booking, the production of any material or the agreement to provide any service does not give either party the right to use the other's name, or the name of any of its Directors or representatives for advertising. Each party must seek consent before posting advertisements, direct mailing or seeking media advertising or editorial coverage of any kind whether in the press, over the Internet or on radio or television. Each party reserves the right to amend or refuse to allow any such advertisement to be published if, in its opinion, any such publication would not be of benefit to it.
12. This agreement shall be governed by and construed in accordance with the laws of England, Scotland and Wales.