

## 1. PARTIES

- a. These Terms form part of the contract made between you and us, with details set out in a Booking.
- b. Definitions applying in these Terms are set out in the clause headed "Definitions and Law" below.
- c. Our contract with you consists of the Booking agreed by you and these Terms of Business. These conditions shall be deemed to be incorporated into all Contracts and in the case of any inconsistency with any order or letter, form of contract sent by the Client to the Company, or any other communication between the Client and the Company, whatever may be their respective dates, the provisions of these Conditions shall prevail. In the event of inconsistency between these Terms and a Term appearing on a skills licence application the term in the latter shall prevail. If in any case any of these conditions shall be held to be invalid or shall not apply to the Contract the other Conditions shall continue to have full force and effect.
- d. You can accept a Booking by letting us know that you accept it, or by asking us to start work. Once a Booking is agreed, any postponement or cancellation will be subject to these Terms.

## 2. SERVICES

- a. The scope and timetable for work to be undertaken is set out in the quotation or booking. We can agree to alter a Booking by issuing a revised Booking or by an exchange of emails.
- b. The fee is set out in the Booking/Quotation. Unless otherwise specified, office out-of-pocket expenses (including stationary, postage, USBs, DVDs, CDs, paper and consumables) and travel expenses will be charged as an additional charge.
- c. Any arrangements that are unique to your event are set out in the Booking/Quotation.
- d. Unless otherwise specified in the Booking/Quotation all equipment and facilities needed to deliver the training, including room hire, equipment hire, licenses and rentals for third party materials, will be organised and provided by you at your own expense.
- e. The topics covered in all courses, the provision and/or the content of courseware and exercise files and all elements of the design and delivery is subject to ongoing change and improvement that could be applied at any point up to actual delivery. Any changes implemented are designed to improve the training experience. Any courseware can be provided in electronic or hardcopy format at the discretion of The Company.
- f. The Company reserves the right to not run a course or to refuse participation in a course to a Delegate where the course is considered by the Trainer to be unsuitable or inappropriate for a Delegate or where, in the opinion of the Trainer, the Delegate, in the interests of the Delegate and the professional standing of the Company, should be on another course. The professional

opinion of the Company or course presenter's decision is final, and payment will not be reimbursed.

- g. The Company reserves the right to refuse access to any course (or any part of a course) where the Company or the Trainer have reasonable grounds to believe that the continued presence of any participant would be detrimental to the course. We reserve the right to retain the course fee in such cases the professional opinion of the Company or course presenters decision is final and payment will not be reimbursed.
- h. The Company reserves the right to not run a course or to refuse participation in a course where any Delegate is considered by the Company or the Consultant or the trainer to be unsuitable for any course. This can be due to, but not restricted to, the terms stated above. The professional opinion of the Company or course presenter's decision is final and payment will not be reimbursed.
- i. The Company reserves the right to refuse or curtail any training Services if a delegate or substitute delegate attending on behalf of the Client fails to satisfy those requirements, or pre-requisites for such course, notified by the Company to the Client prior to the commencement of such course.

### 3. BASIS OF AGREEMENT

- a. Our Services are provided on a 'business-to-business' basis. If you are using us for something personal (that is, as a consumer rather than related to your business), please let us know by email without delay. Any special cancellation rights you may have as a consumer will not override your obligation to pay for work that we have done in accordance with a Booking.
- b. **Authority:** The person named in the Booking will be our main contact and has the authority to agree payments and tell us what work to do.
- c. The Trainer(s) will be identified in the Booking.
- d. **Associates:** We may propose the use of associates if we think it is appropriate to your requirements. We contract with our associates to provide appropriate levels of security and confidentiality in line with our service to you. You will have the right to accept or reject associates before they are used.
- e. **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.
- f. **Insurance:** The level of liability insurance we carry is set out in the Booking form. If you wish us to take out additional insurance, we are happy to do so if you agree to pay the additional cost. We will upon request show you our current certificates of cover and policy terms so you can take a copy.

- g. We will not order any goods or services on your behalf unless that is authorised by the person identified as having the authority to do so.

#### 4. TIMING AND STANDARD OF PROVISION OF SERVICES

- a. 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.
- b. 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.
- c. We prepare for events of the specified length for a particular number of delegates. If you have changes on the day, requiring a shorter slot time or a longer one, or there is a large discrepancy in delegate numbers, we will do our best to accommodate you, but we may not be able to provide the quality of delegate experience originally specified.
- d. Our Trainers will normally attend the event for an hour before their session was due to start and no more than an hour after they were due to finish, unless otherwise agreed in the Booking form. The Trainer may not be able to accommodate staying later if the event overruns.

#### 5. FEES, DEPOSITS AND CANCELLATIONS

- a. Fees are chargeable in accordance with the Booking/Quotation. Where applicable VAT will be charged at the appropriate rate. The course fee does not cover travel, meals or other related expenses unless otherwise agreed. Expenses are charged as described.
- b. All quotations, estimates and proposals are subject to change and will not form part of any contract to provide services. Whilst every effort will be made to ensure accuracy, quotations are to be regarded as estimations based on information known to The Company at the time.
- c. Where a day rate is specified it is on the basis of a 7-hour day. Our normal hourly rate will be 1/7<sup>th</sup> of the day rate unless separately specified in the Booking.
- d. Additional work outside the scope of the original Booking will be charged at our normal hourly rates unless otherwise agreed in a Booking/Quotation
- e. 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 met, we will charge events at their full pre-discount price, even if they have already taken place. Note that expenses are chargeable for events that are provided free of fees.
- f. **Overruns and cancellations:** When we have booked meetings or workshops with you within a Booking, we have committed that time to you and may well 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. 100% of all fees will be charged if cancellation is 14 working days or less of the scheduled date. No shows will be charged 100% of the course fee. For any longer term duration where the scope of work or term is changed additional charges will be eligible.

- g. **Rescheduling:** Rescheduling will incur an administration fee of 50% of the above cancellation fees where applicable. We will make every effort to work with The Client to find suitable date(s) for the provision of services. Dates offered by The Company as available for the provision of services, and whether The Client has been advised that the date(s) will be held, will be held for 24 hours but the offer of such date(s) can be withdrawn by The Company at any time without notice to The Client. Unless otherwise stated you may postpone by up to four weeks booked sessions and workshops to alternative available dates in our diary without additional charge, provided the rebooking is done no less than two weeks prior to the original start of the event.
- h. The Company reserves the right to cancel curtail or re-schedule training courses, events, support work, development services, consultancy and/or other services without notice to the Client and without liability for financial penalty or compensation to the Client other than an amount limited to a refund or 100% of any course fees already paid by the Client in advance of a related course or event.
- i. Where the Services in question relate to the provision of training, or support Services, payment by established clients, by clients with a formal credit account in place, or where agreed, shall be Net30 (payment due 30 days from the invoice date) otherwise shall be made in full no later than 7 working days prior to the commencement of the training or other services to be provided (unless explicitly agreed in writing by The Company).
- j. Where the Services in question relate to the provision Consultancy Services, 50% of the payment shall be made no later than 7 working days prior to the date upon which the Consultancy Service in question is to be provided and the balancing 50% of the fee is due for payment no later than one calendar month before the scheduled event date.
- k. If you do not pay by the due dates, we may reschedule further work until payment is made.
- l. We reserve the right to charge interest on overdue amounts at the rate set out in the Booking or where no mention is made in the Booking at the rate of 2.22% per month (equivalent to unauthorised overdraft rate from the bank). Your subsequent payments will be applied to interest and finance charges first, and then to fees and costs outstanding. All debt collection fees incurred including commissions, the costs of any actions as well as solicitor fees in recovering overdue accounts will be added to the overdue invoice amount.
- m. Unless otherwise specified in the Booking fees should be paid in pounds sterling. Payments must be made nett of transaction and currency fees.

## 6. OWNERSHIP OF WORK/COPYRIGHT ASSIGNMENT

- a. Rights in all Materials produced by us are and shall remain our absolute property. You and your Delegates may use Materials only for the specific events covered by the Booking and for Delegates' private use to support the learning from that event. You will ensure our copyright claim appears on all Materials and use your best endeavours to ensure that Delegates do not disclose or use the Materials without our permission for any other purpose.
- b. If you want you or your Delegates to have additional rights to disclose or use Materials, you must ensure that appropriate provisions are added to the Booking. This will usually cost extra. No rights to use Materials whatsoever are granted unless and until fees and expenses and all other charges due have been fully paid by you.
- c. You will indemnify us against all costs, expenses and damages if a claim is made against us that our use of Materials provided by you breaches any third party Rights.
- d. We will use Materials that we have the rights to use. This may include third party material. You must use your best endeavours to ensure that our Rights and those of our third party suppliers are respected.
- e. You may not adapt or use any Materials provided to you in fulfilment of a Booking for your own (or any other person's) benefit or purposes. Please be clear: neither you nor your delegates have the right to re-use any part of any Materials on any other occasion of training or coaching within your organisation, nor to disclose those Materials to individuals who were not Delegates on the event, nor to authorise any other person, firm or organisation (including your associated companies or firms and subsidiaries) to use those Materials.
- f. You may not photograph us, record us, or video us at your event unless this is agreed in the Booking. If recording is agreed, the content delivered by us that is captured by you or on your behalf will remain our absolute copyright and its use may be subject to a repeat fee or license fee.
- g. When we are delivering at a conference where confidential material is not an issue, your Delegates and publicist may take photos and short videos for sharing on social media while the event is in progress, but these shall not be recombined by you (or your agents or associates) to form any product or record that publicises a future event, or is available to Delegates in any form, without our express consent.
- h. If we agree to being photographed, recorded or filmed by you or your agents, you will promptly provide us with best quality copies of all material in editable format with the rights to use and edit them for our own purposes. You will ensure the proper transfer of rights from third parties to us to allow us to re-use that material without limit.
- i. You may not use any Materials we have provided for other events, or replays, or for any other purpose, without our express consent.

- j. If you wish us to submit slides or handouts in advance of the event, 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.

### 7. POLICIES AND PROCEDURES

- a. **Resolving problems:** If there is anything about your project that is not going as you want, or if you have any query or complaint, please speak to us straight away.
- b. **Health and Safety:** When working at our own premises, we are responsible for our own health and safety.
- c. **Working at your premises:** We may from time to time work at your premises and be covered by your Health and Safety policy.
- d. When we are delivering on site, please ensure appropriate space and equipment has been booked and that security clearance and access to the building and onsite parking is pre-arranged.

### 8. INFORMATION AND DATA

- a. Unless otherwise specified in the Booking, we will provide speaker biographies pictures and copy identifying what we are doing for you.
- b. If the Booking includes us promoting the event to your Delegates, or providing copy for your newsletter, blog or communications process, 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. 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.
- c. Any promotional material, pictures, bio 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.
- d. The Company's catalogues, brochures, leaflets or other correspondence including but not limited to particulars based on the Company's World Wide Web site are not binding and reasonable variations may be made to the Services without notice, and the Services so varied shall be accepted as complying with the Contract.
- e. **Our use of your information:** We will only use or disclose Confidential Information provided to us in order to perform the Services set out in the Booking, or if we are required to disclose it by a court order or under a statutory obligation.
- f. **Documents and information:** We will need to agree a safe and secure system of you sending us your confidential documents and information (and us returning them to you). We are not liable for data that is not securely transmitted to us. You must:



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1. Share your Data Protection and Confidentiality policies with us.
  2. Specify what secure mediums you want to use to send, store, and receive confidential data and information relating to any identifiable individual.
  3. Specify what, if any, information (data) we can download, and where it should be saved on our PC or other device or location
  4. Note that we may make and keep temporary backups to ensure continuity of service.
- g. **Passwords:** Any passwords you give us are for our exclusive use. We will report any password changes required by site security and make sure you have up to date access. We will not share this access with any individual. You will provide additional passwords and access if additional team members need to use your system.
- h. **Social media accounts:** We will not set up any social media or email account or fan/group/web/forum pages using your name or your brand name(s), or for people to respond to unless your Booking specifically says so.
- i. **Data protection:** Information about living individuals is protected by data protection legislation.
1. If requested, we will check where (geographically by country) information on our system is held, and that it is securely held and not available to anyone other than you.
  2. We will then notify you of the responses and let you know what steps we have taken to make it secure.
  3. We will only use information about living individuals where it is necessary to fulfil our contract with you.
- j. **Health and safety:** If you wish us to provide pcs, or other equipment this should be specified in the Booking, along with any safety factors you wish us to comply with.
- k. **Access:** We will normally need access to the venue the event is due to take place in at least one hour before the start time. Please make sure that we have the appropriate joining instructions, security clearance (where relevant) and a mobile number of someone on site who can be reached at that time.

### 9. RESTRICTION AND LIMITATION

- a. **Our people:** You may be working with our associates and employees. They are all under contractual terms that prohibit them from working directly for our clients. During the term of contract, and for a period of 12 months thereafter, the Client will not directly nor indirectly employ or solicit. If you want one of our team to work directly for you, we would consider



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releasing them from their contractual obligations for a suitable fee representing the all-in cost of locating, recruiting and training a substitute and our loss of profit.

- b. **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. This will include where the Trainer is taken ill or has a family crisis in their immediate family. This will also include when the British Foreign Office advises nationals not to travel where the event is due to take place. We will do our best to suggest alternative arrangements, offer a suitably qualified substitute, create a virtual event or find alternative dates.
- c. **Limitation of liability:** We have quoted you a fee based on the level of insurance cover we carry as set out in the Booking. If you want us to obtain additional insurance cover, we will quote.
- d. There shall be no personal liability of any of our directors, partners, employees, agents or sub-contractors arising in any way out of the performance or non-performance of services or relating to the supply of products.
- e. 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.
- f. Our aggregate financial liability to you shall in no circumstances exceed the fees paid for the services which gives rise to such liability.
- g. Nothing in these Terms shall be interpreted as excluding or restricting any legal liability on us for death or personal injury resulting from our negligence or the negligence of our employees, agents or sub-contractors.

### 10. TERMINATION

- a. Termination of a Booking shall not affect rights and obligations already accrued prior to termination and shall not undermine the continued enforceability of the confidentiality and intellectual property obligations set out in these Terms.

### 11. DEFINITIONS AND LAW

- a. In these Terms, the following words or phrases have the meaning set out in this clause.

‘The Company’

‘The Company’ means Appetite for Business Ltd

‘The Client’

‘The Client’ means the person, firm or company with whom the Contract is made by The Company whether directly or indirectly, through an agent or factor who is acting for or instructed by the Client or whose actions are ratified by such person, firm or company.





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'Services'	'Services' means the services to be provided by the Company to the Client under the terms of the Contract and "Service" shall be construed accordingly.
"Booking"	an agreement that we will supply Services on specified occasions and/or with a specified outcome as set out in a Booking Form or in a formal proposal.
"Clause"	a numbered clause of this Agreement.
"Confidential Information"	means all information that we discover because of or through our connection with you which is about or relating to you or your business or your people (including your directors or partners, investors, staff, suppliers, customers, clients, prospects and contractors), excluding information that is openly published by you or information that is publicly available without breach of our confidentiality obligation. 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.
"Delegate"	means any individual invited to attend or attending an event comprised in Services one of our programmes or given access to Materials, including your employees or other contractors
"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 in the course of or to support delivery of Services, including handouts, videos, questionnaires, games, case studies, explanatory material, notes, calculations, specifications, reports, designs, drawings, flow charts, plans, trainer notes, reference material, prototypes.
"Rights"	includes: <ul style="list-style-type: none"><li>- intellectual property rights including (but not limited to) copyrights, patents, registered designs, design rights, trademarks, service marks, and</li><li>- the right to apply for or register any such protection, and</li></ul>



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- all rights relating to trade secrets and other unpublished information.

"Services"	the work to be supplied or the outcomes to be achieved by us, as set out in a Booking.
"Trainer"	the individual delivering the training or other Services described in the Booking.
"You"	refers to the person, firm or organisation for whom Services will be performed by us.
"We" and "us"	refers to the person, firm or organisation agreeing to provide Services.
Skills Licence	a programme of training provided by the Company whether consisting of one course or of a series of courses or of the hire of venue/s only. Except where otherwise stated or as the context requires this definition includes Training Delivery Programmes issued by the Company.
Post Course Support	Post course support where provided is usually for a duration of 30 days after the service has been delivered and is subject to a reasonable fair use policy entirely at the Company's discretion.

- No waiver:** If we or you delay or fail to enforce any term of a Booking or 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 a Booking or these Terms is unenforceable, words shall be struck out to the minimum extent necessary to make the provision enforceable. This shall not affect the enforceability of the other provisions.
- Law and jurisdiction:** All our contracts are governed by Scots Law and subject to the exclusive jurisdiction of the Scottish courts.