

# Terms and Conditions

## Definitions:

**Inspire** means Inspire Training and Development Ltd and Fine People Ltd and any of their sub-contractors.

**On-site training/course/coaching** means developmental courses offered by the Inspire for an individual, corporate or not for profit customer at a location specified by the customer.

**Consulting** means professional advice offered by Inspire at locations specified by the customer.

**Customer** means the person, firm or corporation identified as enrolling a Delegate on a Training course by way of a relevant written confirmation of enrolment or procuring any services from Inspire.

**Confirmation** means a legally binding contract instructing Inspire to invoice the Customer.

**Delegate** means a person attending a Training course, coaching session(s) or on-site course or workshop.

**Course Materials** means any documentation, listings instructions and statements in either machine-readable or printed form.

**Working Day** means every day of the week excluding Saturday, Sunday and UK statutory holidays within the hours of 9am-5.30pm.

## General:

These conditions shall be deemed to be incorporated in all contracts and in the case of any inconsistency with any order or letter or correspondence sent by the Customer to Inspire or any other communication between the Customer and Inspire whatever may be their respective dates and the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a director on behalf of Inspire.

If Inspire chooses not to enforce any of the Conditions this shall not affect the rights of Inspire under the remainder.

If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the contract the other Conditions shall continue in full force and effect.

## Warranty:

Inspire warrants that all Public and On-site Courses and Consulting supplied hereunder will be conducted in a professional manner in accordance with generally recognised practices and standards.

Inspire warrants that it will provide appropriately qualified and experienced instructor(s) and consultant(s) to deliver On-site courses, coaching and Consulting using suitable materials, including course materials.

**Extent of Services:**

Inspire reserves full control of how its personnel will carry out its professional training. Inspire will endeavour to use the lead trainer as agreed, and reserves the right to substitute a suitably qualified replacement trainer where required.

The contents of course schedules are intended for general guidance only and do not form any part of a contract and Inspire reserves the right to make any reasonable variations to the On-site Courses (including the content of the courses) without notice.

Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by Inspire shall be subject to correction without any liability on the part of Inspire.

In normal circumstances, a provisional booking will be held on the Inspire's booking system for no more than 24 hours.

**Authorisation and Obligations of the Customer:**

All bookings for On-site Courses, coaching or workshops must be supported by written confirmation.

**Fees/Charges**

Prices quoted exclude Value Added tax (VAT) or other sales taxes which will be added at the current rate. VAT is payable regardless of the delegate's country of origin; the point of supply for VAT purpose is the location of the course.

The published prices do not include any travel, accommodation or living expenses which the delegate may incur when attending the course.

**Payment Terms:**

For all projects, Inspire will provide an invoice at the time of agreement. This will be emailed to the Customer and on occasions where email is unavailable, posted. On receipt of the invoice payment must be made within 30 days of the invoice date.

Customers wishing to make payment from non- UK accounts must be responsible for all charges levied by the customer's bank and any levied by Inspire's bank in accepting this specific transaction.

Any late payments are subject to a late payment charge at the rate of 5% over the Bank of England base rate.

**Cancellation Policy:**

If a course booking is cancelled the following will apply:

- More than 28 days prior to start date - No charge
- 28-14 days prior to start date - 50% of total Course Fee
- Fewer than 14 working prior to start date - 100% of total Course Fee

Pre-Course Materials and Manuals already developed or dispatched will be charged.

**On-site training:** It is the Customer's responsibility to provide and ensure all facilities, equipment and set up required for the trainer to be able to deliver the training. Inspire reserves the right to discontinue or cancel the course if, in the Trainer's opinion, the venue or conditions are unsuitable.

**Non-Attendance:**

Non-attendance of any course for any reason whatsoever is deemed to be a cancellation with no notice and payment is due in full.

**Refunds:**

In the case where a refund is made to the Customer by Inspire, the refund may take up to 20 working days to be processed. Refunds will be processed using the same payment method that the original payment was made.

**Copyrights:**

Copyright and all intellectual property rights for all Course Materials shall remain the property of Inspire or the trading partner responsible for developing that course; except where materials development has been paid for by the Customer.

The Customer agrees not to reproduce, sell, hire or copy Course Materials (in whole or in part) and not to use such materials except for the purposes of post course or personal reference.

**Assignments:**

Inspire may assign all or part of its interest in this Agreement. The Customer may not assign or transfer this contract or any interest therein or claim there under without the prior written approval of Inspire.

**Force Majeure:**

Inspire shall not be in breach of this contract if the provision of its services are delayed, cancelled or reduced through any circumstances beyond its reasonable control including any act of God ( including but not limited to fire, flood, earthquake, storm, snow, hurricane or other natural disaster) sickness, war, invasion, act of foreign enemies, hostilities ( regardless of whether war is declared) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

Delegates must ensure they can attend the training course which they are scheduled to attend. Inspire will not be held liable, financially or actually, for their non-attendance, whatsoever the reason may be.

**Limits of Liability:**

Inspire's entire liability for loss and damage shall be limited to a claim for damages. The maximum aggregate liability will be the charges for the course out of which the loss or damage has arisen.

Inspire will not accept liability for death or personal injury.

Inspire will not be liable for indirect, special or consequential loss (including loss of anticipated profit or data), howsoever arising, even if it has been advised of such potential loss

**Non-procurement:**

The Customer agrees that if within a period of 12 months after a project if it shall entice or procure any associate or employee of Inspire to leave its employment or to terminate a contract for services with Inspire, it will make a payment to Inspire equivalent to 50% of the employee's gross annual remuneration at the date of termination, or the fees that were paid for the programme – whichever is higher.

**Entire Agreement**

This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all previous arrangements, commitments, understandings and agreements between the parties concerning the subject matter hereof. Nothing in this Clause shall act to exclude or limit either party's liability to the other with respect to fraudulent misrepresentation.

**Governing Law**

This Agreement shall be subject to and construed and interpreted in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England.