

Terms and Conditions

DEFINITIONS

Inspire means Fine People Ltd (“Inspire”) and any of their sub-contractors. Inspire is the trading name of Fine people Ltd. Fine People Ltd are Lumina’s Strategic Partners and Practitioners in the UK.

Course means programme, coaching, workshop or consultancy offered by Inspire for an individual, corporate or not for profit customer at a location or format 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 Course by way of a relevant written confirmation of enrolment or procuring any services from Inspire, (“you”).

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

Delegate means a person attending a Course.

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 of these terms. 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 Courses 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 Courses 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 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.

Inspire provides online portrait services through a third-party, and these terms will apply in relation to this service. For details on how we process your data, including through our third-party providers, please see our Privacy Notice which is available separately. In order to access these services, it is a condition that you register for an online account, and in doing so, you provide your agreement with these terms and conditions.

AUTHORISATION AND OBLIGATIONS OF THE CUSTOMER

All bookings for Courses must be supported by written confirmation and settlement of your invoice.

Where relevant, you are required to communication with participants or users who then must complete the online questionnaire for your Lumina portrait before the start of your Course.

FEES/CHARGES

Prices quoted exclude Value Added tax (VAT) or other sales taxes which will be added at the current rate. VAT is payable dependent on 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.

We, or our third party suppliers, may change our prices from time to time. We will inform you of any change in price at least one month before the change is due to take effect. If you do not agree to such a change, you may cancel the service by emailing Inspire giving one month's written notice.

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 and/or Suppliers 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.

In the unlikely event that we do not accept, or cannot fulfil your order for any reason, we will explain why in writing. No payment will be taken under normal circumstances. If we have taken payment already, any such sums will be refunded to you.

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 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.

If the event outside of our control continues for more than two weeks, we will cancel the contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in line with these terms.

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.

CANCELLATION AND NOTICE

All notices and/or cancellations under these terms and conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice.

Notices shall be deemed to have been duly given:

- when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
- when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or
- on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- on the tenth business day following mailing, if mailed by airmail, postage prepaid.

All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

To cancel any services you must give one month's written notice to Steven Fine (steven@inspire-ing.co.uk).

SEVERANCE

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

THIRD PARTY RIGHTS

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

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.