

## Terms and Conditions & Payment Terms

### Amount

The amount you must pay us is the fee described at the point of booking, or any other amount we have expressly agreed with you (including in a Proposal accepted by you).

### Timing

Unless we have expressly agreed otherwise (including in a Proposal accepted by you), you must pay us within 28 days of us invoicing you.

***Invoices must be paid before you or your delegates attend any course which we invoice you for*** – even if that takes place before the end of the 28-day period described above.

Unfortunately, without payment, you or your delegates will not be allowed on the course, and you will still owe the full amount. We will not be able to send joining details for the course until the invoice is paid.

### Payment Methods

We accept the following payment methods:

- Invoice/ PO number and BACS transfer
- Business Credit Card – a processing fee will be applied to the value of 3.5%.
- Payment by PayPal – [accounts@leadershipthroughdata.co.uk](mailto:accounts@leadershipthroughdata.co.uk)

### Late Payment

If you pay us late then:

- We reserve the right to impose a late payment administration fee of £25;
- You will also pay us interest on the late amount at an annual rate of 5.75% above the Barclays Bank plc base rate, for each day the payment is late (both before and after any judgement concerning that debt); and
- We are entitled to suspend provision of our services to you (including not allowing you or your delegates to join any courses) until any additional fees have been paid.

## In House Courses

### Venue

If you are providing the venue for any in-house course, you must ensure that it:

- Complies with all relevant health and safety requirements;
- Is suitable for provision of the course and the number of delegates; and
- Meets our reasonable IT, audio-visual and layout requirements (which we will liaise with you about in advance).

### Changes by LTD

For any in-house courses:

- We reserve the right to change or re-order course sections, as well as the trainer, without notice (though we will do our best to tell you).
- We may need to change the date due to circumstances beyond our reasonable control, in which case we will liaise with you to agree an alternative date. This will not count as a cancellation by us.

## **External Courses**

### **Changes by LTD**

For external courses:

- We reserve the right to change or re-order course timings and sections, as well as the trainer, without notice (though we will do our best to tell you).
- We may need to change the date or venue. If we change the date, you will be offered the next available date as an alternative. If we change the venue, we will tell you what the alternative venue is. If you or any of your delegates are unable to attend the alternative date, you may either rebook for an alternative to suit you or claim a refund (but only for the affected delegates).
- Where the number of delegates is below 5 we reserve the right to offer the external course as a virtual course instead. We will discuss this with the delegates that have booked a place on the course.

### **Changes beyond our control**

Where, for reasons beyond our reasonable control (including, but not limited to, complying with relevant government or other official guidance), we are unable to deliver any in-person course in person, we will deliver that course through a virtual learning environment (on the same date(s) and times). That will not count as a cancellation or change of date by us and you will not be entitled to any refund in these circumstances. We will give you as much notice as we reasonably can if this happens.

## **Virtual Courses**

### **Delivery of the course**

We use Microsoft Teams as the learning environment for our virtual courses. We will limit the number of delegates to enable and encourage full participation by the delegates.

We will post a pack to your nominated address containing a copy of the course workbook and an LTD pen.

We will ask you or your delegates to ensure that you have a device (laptop, PC or tablet) that can 'run' MS Teams, that this software is downloaded (we will send a link to instructions on how to do this) and that the device has a camera and microphone connected to enable you or your delegates to participate.

### **Changes by LTD**

- We reserve the right to change or re-order course sections, as well as the trainer, without notice (though we will do our best to tell you).

- We may need to change the date due to circumstances beyond our reasonable control, in which case we will offer an alternative date. If you or any of your delegates are unable to join the virtual course on the alternative date, you may either rebook for an alternative to suit you or claim a refund (but only for the affected delegates).

## **Competitions, Free Giveaways & Free Webinars**

### **Competitions**

The following Terms and Conditions apply for any competitions or free giveaways from or hosted by LTD.

- Entrants must be 18 years of age or over to enter any LTD competitions or free giveaways.
- Only one entry is permitted per competition.
- The prize or free giveaway will be that described at the time of advertising any such competition or giveaway. No alternatives will be available.
- Winners will be selected at random and they will be notified via the contact details given.
- By entering any LTD competition or free giveaway, entrants agree to be bound by any published rules or these Terms and Conditions.
- LTD reserves the right to pick an alternative winner at random if the original winner is unable to take up the prize or free giveaway, or we are unable to contact them.
- LTD reserves the right to cancel or suspend the prize at any point without liability to the winner.
- LTD's decision is final on all matters and we will not enter into correspondence relating this.
- We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions at any time.

### **Free Webinars**

All LTD clients are entitled to free webinars if they have booked or attended a course with LTD in the previous 6 months.

The webinars will be publicised on the LTD website and clients are required to book a place via the online form.

If a place has been reserved after the 6 month period, the published charge for the webinar will be invoiced to the client.

## **Other**

### **Administration Information**

All course additional reading, exact venue location and course timings, will be sent by email approximately two weeks prior to the event to the delegate, or in-house representative for circulation to their delegates. We will not be responsible for the non-arrival of registration information. Any delegate who has not received the registration information, a week before the event, is asked to contact the office on 01206 807267.

Delegates are therefore encouraged not to confirm or book travel or accommodation until they have received the exact course location and times.

## Respecting Confidentiality

All our courses operate under the [Chatham House Rule](#). Recording of the trainer, delegates or any course content is not permitted without prior consent from all parties present on the course. If consent is given, any party may request the recording is stopped at any time or content is deleted up to and including after the course has finished, which must be acted upon immediately. If you are an organisation you must ensure that all your delegates comply with these requirements (and obviously if you are an individual then you must comply yourself).

## Changes by You – Cancellations or Postponement

If you cancel any course (or any delegate's attendance on a course) for any reason, you will be subject to the following deductions to cover our venue, administration, staffing and opportunity costs (based on how long before the course start date you cancel):

No refund is payable for a cancellation made within the calendar month immediately prior to the training course. In this event the full sum shown on the invoice remains payable.

Number of Days Prior to Start Date	Cancellation (Deduction from Refund)	Postponement or Move to Alternative Date (Deduction from Refund)
More than 40 days	£75 per delegate for external courses or virtual courses. OR 25% of the course fee for in-house courses	£75 per delegate for external courses or virtual courses. OR 25% of the course fee for in-house courses
40 to 30 days	50% of course fee	50% of course fee
29 to 15 days	100% of course fee	50% of course fee
Less than 15 days	100% of course fee	100% of course fee

For in-house courses, we reserve the right to charge you for any expenses incurred on your behalf prior to the event, where these cannot be recovered by way of refund from the supplier. This may apply where we are required to comply with relevant government or other official guidance, and this is beyond our control. We will discuss this with you.

## Changes by You – Other Changes

If you need to make any other changes to delegate attendance (for example, changing delegate names) we reserve the right to charge an administration fee of up to £25 per delegate for external or virtual courses. This will be payable by you in accordance with the payment terms above.

## Liability Limits

***This agreement does not exclude any liability which, by law, cannot be excluded or limited. Otherwise, the total liability which we may owe to each other including our obligation to refund you, is limited to the total amount paid or payable by you under this agreement.***

***We are not liable to you (or your delegates) for any travel or accommodation costs or cancellation charges, in any circumstances.***

We will use reasonable skill, care and diligence in providing our service to you.

We fully expect that you will be delighted with our work. If ever you are not, please tell us at the earliest possible opportunity so that we can work with you to agree how best to fix things.

We may use carefully selected sub-contractors and partners to help provide our services to you. If we do, we remain fully responsible to you for the work done.

We may use any suitable individual engaged by us, so long as they have the necessary skills, knowledge, qualifications and experience.

### **Intellectual Property Rights**

Unless we expressly agree otherwise (including in any Proposal accepted by you), we (or our partners) own all intellectual property in any materials we provide or make available to delegates under this agreement. Neither you nor your delegates are given any rights over that intellectual property except as set out below.

Delegates may refer to course materials we provide to them, purely for their own individual purposes (which includes doing their jobs). You and your delegates are not allowed to copy, share, amend or otherwise use our materials without our express permission.

### **Legal Matters**

Any attempt to amend, add to or replace these terms which is not expressly agreed in writing or which is included in any purchase order, order acceptance or delivery note (or similar) will be void (meaning it will not have any legal effect).

English law applies to this contract, its subject matter and formation, and the English Courts have exclusive jurisdiction over any disputes arising about those things.