

## **TERMS AND CONDITIONS**

The following words shall have the following meanings:

### **1 Definitions**

- 1.1 'Agreement' shall mean these 'Terms and Conditions' and any other document providing a specification or description of the goods and services supplied.
- 1.2 'Customer' shall mean a person or organisation purchasing goods or services from the Company.
- 1.3 'Company' shall mean Maple Tree House.
- 1.4 'Delegate' shall mean a person representing a customer, or being the Customer, and receiving, participating or otherwise benefitting from the goods and services supplied by the Company.
- 1.5 'Intellectual Property Rights' shall mean all patents, trademarks, copyright, registered and unregistered designs, and know how.
- 1.6 'Goods' shall mean specific items purchased by the Customer.
- 1.7 'Services' shall mean those tasks, responsibilities, duties, etc given in a Specification to meet the requirements of the Customer.
- 1.8 'Specification' shall mean a document providing detail of the Services and Goods being purchased and provided.
- 1.9 'Learning Contract' shall mean a document setting out the requirements and obligations of those attending and delivering training.

### **2 General**

- 2.1 This Agreement shall apply to all contracts relating to the Supply of Goods and Services provided by the Company.
- 2.2 Services will be provided on the premises of a third party or if in customer premises for the training purposes.
- 2.3 Preparation for the delivery of Services may be undertaken at the offices of the Company, on the premises of the Customer or those of a third party.
- 2.4 Goods may be delivered using a third party.
- 2.5 The Customer may not use any of the Intellectual Property, including trademarks, logos, etc of the Company without prior written approval.

### **3 Delegate Courses**

- 3.1 Provisional bookings to attend a course may be made by telephone or email.
- 3.2 The Customer may make bookings for more than one Delegate, but limited by the capacity of the total number of Delegates that may attend a particular course.
- 3.3 To confirm a booking each Delegate agrees to return to the Company a signed copy of the Learning Contract.
- 3.4 The Company reserves the right to refuse attendance to a course if a signed copy of the Learning Contract is not received from each Delegate by the Company at least 7 days prior to the commencement of the particular course.
- 3.5 The Company reserves the right to refuse admittance onto a course if preparatory work has not been completed by the Delegate and received by the Company at least 7 days prior to the commencement of the particular course.
- 3.6 The Company reserves the right to improve the Specification without prior notice to the Customer.
- 3.7 The Specification will contain information about the date, time, venue and joining arrangements for the booked course. If for any unforeseen circumstance the venue is no longer available, the Company reserves the right to deliver the Service at an alternative venue and to advise the Customer(s) and Delegate(s) as soon as possible.
- 3.8 The Company reserves the right to postpone and reschedule a course if the number of Delegates attending makes the course unviable, or the Company is prevented from providing the Service by unforeseen events, including in particular, but not limited to, illness of staff delivering the Service.
- 3.9 In the event of the Company being obliged to postpone or reschedule any course in relation to Clause 3.6, the Customer will be notified as soon as reasonably practicable. The Company in addition will refund in full all monies paid by the Customer, or at the option of the Customer to apply the monies to the rescheduled, or alternative course. The Company shall not be responsible for any additional costs and inconvenience caused to the Customer

#### **4 Bespoke Courses & Workforce Development**

4.1 The Customer may request the Company to develop a new course, modify an existing course, provide individual training & coaching or assist in the development of the workforce.

4.2 Upon the Company accepting such a request the Customer will analyse and determine the requirements for the course, training, coaching or development and together with the Company will jointly prepare and agree a Specification for the course or programme of work.

4.3 In consideration of carrying out the Specification, the Customer agrees to pay the Company the set up costs which shall be payable to the Company, whether or not the Specification (eg bespoke course) is delivered by the Company.

4.4 If the Specification is delivered by the Company, the provision of clause 6.4 of this Agreement shall apply.

4.5 If the course, training or coaching is delivered on the premises of the Customer, the provision of clause 5 of this Agreement shall apply.

#### **5 Courses at Customer Premises**

5.1 By prior arrangement with the Company, and subject to the provisions within this clause, the Company agrees that it will provide courses to the Customer at the premises of the Customer for charges set out in this Agreement in clause 6.

5.2 The Company reserves the right to increase the charges in the event that the normal course day is extended beyond the reasonable control of the Company or by request from the Customer.

5.3 The Customer agrees to provide suitable course facilities as agreed in advance with the Company.

5.4 The Customer shall indemnify the Company against loss or damage to the equipment and/or the injury or death to Company employees or Company agents arising out of the use of the equipment under the provision of this clause save where the same is caused by negligence by the Company.

#### **6 Payment**

6.1 To register a place on a Delegate courses full payment of course fees must be received by the Company for each delegate attending at least 21 days prior to the commencement of the course. An invoice and confirmation of payment will be issued by the Company upon receipt of payment.

6.2 At the discretion of the Director of the Company may consider a payment plan for individual Customers.

6.3 When Goods or Services have been supplied at a negotiated discount, payment for the full discounted price shall become immediately payable. An invoice and confirmation of payment shall be issued retrospective to payment.

6.4 For bespoke courses supplied in pursuant of clause 4, the Company will invoice the Customer firstly when the bespoke development work has been completed and secondly, when the course has been delivered by the Company.

6.5 For other Services pursuant in clause 4, clause 5 and clause 6 invoices will be issued at the end of the calendar month during which the Service was delivered.

6.6 Invoiced amounts shall be due and payable within 28 days of the date of issue.

6.7 The Customer may make direct payment to the Company bank account or by cheque 6.8 If the Customer fails to make any payment when due, the Company reserves the right to levy a late payment charge calculated at the rate of 2.0% per month compound above Bank of England base rate, applicable after as well as before any judgements on the unpaid amount or part thereof. If the customer consistently fails to make payment, the Company reserves the right, without prejudice to other remedies it may have, forthwith to terminate any contractual arrangement.

#### **7 Cancellation, transfer and refunding arrangements**

7.1 If a Customer cancels the Agreement pursuant to Goods or Services related to the provisions of clause 3, clause 4 or clause 5 the following shall apply:

a) Pre-course materials that have been issued cannot be refunded under any circumstance and a charge for the supply of materials will always be made

b) There shall be no refund of monies for any discounted course fees.

c) There shall be no refund of any monies received for cancellation within 21 days of the start of the course.

d) There shall be a refund of the course fee, less an administrative charge of 10%+VAT of full course fee for cancellations made between 21-60 days prior to the commencement of the course.

- e) There shall be a full refund of the course fee for cancellations made 60 or more days before the start of a course.
- f) At the discretion of the Director of the Company it may be possible for the Customer to seek to transfer the funds to be applied to another course, rather than cancelling. A transfer fee of 1% +VAT of the full course fee shall be payable. If a Customer has paid a discounted amount, then the difference (+VAT) between the normal full rate price and the discounted price must also be paid.
- g) The Company shall not be liable to refund differences in fees that may arise when Customers make bookings at different times or for discounts negotiated.

7.2 If the Company cancels the Agreement, being for actions reasonably in control of the Company, pursuant to Goods or Services related to the provisions of clause 3, clause 4 or clause 5 not being delivered, the following shall apply;

- a) The Customer will be notified as soon as possible and entitled to a refund of those monies paid and received by the Company, less the cost of pre-course materials supplied to the Customer, or
- b) The Customer shall be offered transfer to an alternative date and/or venue to attend an equivalent course
- c) The Company shall not be liable for any other costs incurred by the Customer.

7.3 If the Company cancels the Agreement, being for actions outside the control of the Company, pursuant to Goods or Services related to the provisions of clause 3, clause 4 or clause 5 not being delivered, the following shall apply:

- a) The Customer will be notified as soon as possible and at the discretion of the Director of the Company shall be offered transfer to an alternative date and/or venue to attend an equivalent course.
- b) The Company shall not be liable for any other costs incurred by the Customer.

## **8 Delivery of Goods**

8.1 The Company shall dispatch Goods upon receipt of payment to the Customer or nominated delegates, and not a third party.

8.2 The Company will dispatch the Goods using a third party.

8.3 The Company will not accept any liability for the late delivery of Goods or if the Goods were damaged during delivery.

8.4 The Company will not accept any liability for Goods not being delivered for reasons outside of the control of the Company.

8.5 The Company warrants that the Goods will be in good order at the time of dispatch.

8.6 The Customer will notify the Company if the Goods are not received within 7 days of the expected delivery date.

8.7 The Customer shall notify the Company of any defects in the Goods supplied within 7 days of receipt.

## **9 Warranty and Limitation of Liability**

9.1 The Goods and Services provided under this Agreement are at the Customer's request.

9.2 The Customer accepts responsibility for verifying that the Specification, Goods and Services are suitable for the requirements of the Customer or Delegates.

9.3 The Company will use all reasonable skill and care in the preparation, presentation and delivery of the Specification supplied. All other conditions, warranties, guarantees and representations whether express or implied, statutory or otherwise are excluded.

9.4 Other than specified in this clause, the Company liability for loss and damage whether arising in contract, tort or otherwise, shall be limited to a claim for damages. The maximum aggregate liability will be the charges for the Good and Services out of which the damage has arisen.

9.5 The Company will not be liable for indirect, special or consequential loss (including loss of anticipated profit or data) howsoever arising, even if the Company has been advised of such a potential loss.

9.6 No action regardless of form arising out of the provision of Goods and Services under this Agreement may be brought by either party more than two years after the cause of the action has been accrued.

## **10 Intellectual Property**

10.1 The copyright and all other Intellectual Property Rights in all materials used to supply the Goods and Services shall remain the sole and exclusive property of the Company.

10.2 The Customer agrees not to copy, or permit the copying of all materials supplied as Goods and Services, nor disclose or permit the disclosure or sell or hire the same to third parties, nor use the same for running similar Services provided by the Customer unless the express and written permission of the Company is gained.

## **11 Times of Courses**



11.1 The Company shall normally provide Goods and Services between the hours of 09.00 to 17.30 Monday to Friday, excepting public holidays.

11.2 The Company will also provide Goods and Services at times as agreed in the Specification.

## **12 Governing Law & Jurisdiction**

12.1 This Agreement shall be governed and construed in accordance with the laws of England & Wales.

12.2 Modifications to the policy may be made, and the current version shall be that published on this website.

**Updated September 2022**