

## **Bespoke Services Terms and Conditions**

Conditions of Contract: - In these Conditions of contract the following definitions apply:

- “Company” refers to in > Professional Development.  
“Client” the organisation or individual entering in to contract with the company via the acceptance of these terms and conditions.  
“Event” a course, programme or service delivered or organised by the Company  
“Contract” the legal contract between the Company and the Client for the purchase and supply of a service in accordance with the terms within the conditions of contract.  
“Order” the confirmation by a client of their purchase request and acceptance of our conditions of contract.  
“Booking” the confirmation by the company of acceptance of the clients booking and the entering into contract.  
“Speakers” the tutor(s), trainer(s) and facilitator(s) provided to deliver the services booked.  
“Services” the services, including the Deliverables, supplied by the company to the Client as set out in the Specification, but subject to these terms.

### **Conditions of Contract**

#### **1. Basis of contract**

- 1.1 An Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.
- 1.2 The Order shall only be deemed to be accepted when the company issues a written Booking Confirmation of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- 1.3 The Client should advise of any special requirements at the time of booking including; dietary, access and visual and audio support.
- 1.4 The Company reserves the right to change the delivery team, tutors or facilitators without notice.
- 1.5 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.
- 1.6 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company’s and the company’s partners websites catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 1.7 The conditions set out in this contract apply to the exclusion of any other terms that the client seeks to impose, or which are implied by custom, trade or existing practice.
- 1.8 Any quotation given by the Company shall not constitute an offer and is only valid for a period of 28 Days from its date of issue.

#### **2. Supply of Services**

- 2.1 The Company shall supply the Services to the Client in accordance with the Specification in all material respects but subject to changes under these terms.
- 2.2 The Company shall use all reasonable endeavours to meet any performance dates specified for delivery, but any such dates shall be estimates only and subject to change as required or necessary.

- 2.3 The Company shall have the right to make essential changes to the Services if necessary and shall notify the Client in any such event if the changes are material.
- 2.4 The Company warrants to the Client that the Services will be provided using reasonable care and skill.

### **3. Client's obligations**

#### 3.1 The Client shall:

- 3.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- 3.1.2 co-operate with the company in all matters relating to the Services; and
- 3.1.3 provide the company with such information and materials as the company may reasonably require in order to supply the Services and ensure that such information is accurate in all material respects.

#### 3.2 If the company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

- 3.2.1 The company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the company's performance of any of its obligations;
- 3.2.2 The company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the company's failure or delay to perform any of its obligations as set out in clause 2; and
- 3.2.3 the Client shall reimburse the company on written demand for any costs or losses sustained or incurred by the company arising directly or indirectly from the Client Default.

### **4. Health & Safety, security and insurance**

- 4.1 It is the responsibility of the Client to ensure that their staff and any supplier/contractor working on his behalf are familiar with and abide by all current UK and European Health and Safety regulations.
- 4.2 In order to create and maintain a safe environment at all times, the Client and contractors must abide by reasonable instructions from the Company and/or the training venue as required.
- 4.3 Clients must hold their own public liability insurance and, if applicable, employer's liability insurance. Certificates should be available for inspection if required.

### **5. Alterations to, Cancellation or Postponement of Event**

- 5.1 The Client shall have the right to cancel the Booking within 14 working days of booking
- 5.2 Bookings cancelled after the 14-day cancellation period will be chargeable at the full booking fee.
- 5.3 The Client may alter the names of the attendees attending an event up to 7 days prior to the start of the course, at no extra charge. Delegate numbers must not exceed those agreed at point of booking. A request for additional delegates must be made no later than 7 days prior to delivery date. All fees for additional delegates must be paid in full before the agreed delivery dates.
- 5.4 The company reserves the right to make alterations to the event, venue and timings where necessary.

- 5.5 In the unlikely event that the Company needs to cancel the Event, the company will refund any pre-paid fees. Liability will be limited to the amount of the booking fee paid. The Company shall not be liable for reimbursing the cost of travel or accommodation arrangements made by individual attendees or the client.
- 5.6 If by re-arrangement or postponement the Event can take place, the booking between the client and the company shall remain in force and will be subject to the existing terms and conditions.
- 5.7 If, for whatever reason, it is found necessary to postpone or change the date of the event, the company shall not be liable for any expenditure, damage or loss incurred by the client.
- 5.8 Speakers views expressed at an event are their own. The Company cannot accept liability for advice given, or views expressed, by any speaker at the event or in any material provided to attendees and clients.

## **6. Charges and payment**

- 6.1 The Charges for the Services shall be specified by the company in the Order Form.
- 6.2 The Charges for the services are deemed to be accepted by the client by signing the Order Form.
- 6.3 The company shall be entitled to charge the Client additionally for any expenses reasonably incurred by the individuals whom the company engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the company for the performance of the Services, including a share of the cost of any the company's sourced venue, and for the cost of any materials.
- 6.4 The company shall invoice the Client in advance of providing the Services.
- 6.5 The Client shall pay each invoice submitted by the company in advance of the provision of the Services and in line with the payment schedule detailed and accepted in the Order Form.  
Payment must be:
  - 6.5.1 14 days of the date of the invoice (or as otherwise agreed),
  - 6.5.2 in full and in cleared funds to a bank account nominated in writing by the company
- 6.6 Without limiting any other right or remedy of the Company, if the Client fails to make any payment due to the Company under the Contract by the due date for payment (Due Date), the Company shall have the right to charge interest on the overdue amount at the rate of four per cent per annum above the then current Barclays Bank Plc base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 6.7 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the company in order to justify withholding payment of any such amount in whole or in part. The company, without limiting its other rights or remedies, can set off any amount owing to it by the Client against any amount payable by the Company to the Client.

## **7. Intellectual property**

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.
  - 7.2 All the Company's materials are the exclusive property of the Company.
- ## **8. Photography, filming and social media**

- 8.1 The Company may arrange for photographs and/or video footage to be taken at events and used for promotional purposes. This may include printed documents or media, editorial coverage, advertising press and use on the internet.
- 8.2 Clients and or individuals who do not wish for their image/brand/logo to be used in this manner must notify us prior to the event.

## **9. Special requirements**

- 9.1 The Client should advise of any special requirements at the time of booking including; dietary, access, visual and audio support.

## **10. Data Protection and Personal data**

- 10.1 In Professional Development is the Data Controller and Data Processor of any personal data you supply. The personal data you supply will be used to process your booking.
- 10.2 By returning a signed Order Form, Clients agree to allow the company, sponsors, speakers and partners associated with the event to contact them regarding their booking.
- 10.3 We may use personal details, provided by the Client, in the production of course materials and literature including course materials, joining instructions and delegate attendee lists.
- 10.4 Delegate attendee lists may be provided to Speakers, supporters, and sponsors for the purpose of event administration, safety, networking and activity deemed necessary for the successful delivery of the course or event.
- 10.5 You will receive customer communications (by e-mail, telephone, SMS, post) in connection with your booking, from time to time we will let you know about additional offers and promotions related to your booking that we think may be of legitimate interest.
- 10.6 We do not pass data to any third party without consent. However, please note that by registering for an event or course you consent to us processing your data to enable us to deliver the service you have purchased. This may involve passing your details on to our partners including trainers, speakers, facilitators, tutors and partner educational providers
- 10.7 You have the right to object to your data being used for specific purposes. If you have a specific objection, please email us at [info@inpd.co.uk](mailto:info@inpd.co.uk) with the subject line 'Data protection'.
- 10.8 Our full Data Protection and Privacy Policy can be downloaded from our web site [www.inpd.co.uk/yourdata](http://www.inpd.co.uk/yourdata)

## **11. Force Majeure**

- 11.1 The Company is relieved of all its obligations if any act is outside the company's control and impact the company's ability to deliver the course including acts of god, danger of war, fire or severe disturbances affecting the organisation, venue or its suppliers.

## **12. Confidentiality**

- 12.1 The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by the Company, its employees, agents or subcontractors, and any other confidential information concerning the Company's business or its products or its services which the Client may obtain. The Client shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for discharging the Client's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Client. This clause 9 shall survive termination of the Contract.

### **13. Limitation of liability**

- 13.1 Nothing in these Conditions shall limit or exclude the Company's liability for:
- 13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 13.1.2 fraud or fraudulent misrepresentation; or
  - 13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 13.2 Subject to clause 13.1:
- 13.2.1 The Company shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - 13.2.2 The Company's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the amount paid by the Client for the Services under the Contract.
- 13.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 13.4 Clause 13 shall survive termination of the Contract.

### **14. Termination**

- 14.1 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, the Company may terminate this agreement without liability to the Client immediately (or following such notice period as it sees fit) by giving written notice to the Client party if:
- 14.1.1 the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;
  - 14.1.2 the Client commits a material breach of any material term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
  - 14.1.3 the Client repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
  - 14.1.4 the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - 14.1.5 the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client;
  - 14.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Client other than for the sole purpose of a scheme for

- a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client;
- 14.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Client;
- 14.1.8 a floating charge holder over the assets of the Client has become entitled to appoint or has appointed an administrative receiver;
- 14.1.9 a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client;
- 14.1.10 the Client, being an individual, is the subject of a bankruptcy petition or order; or
- 14.1.11 a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 14.1.12 any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(d) to clause 9.1(k) (inclusive);
- 14.1.13 the Client suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- 14.1.14 the Client, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;
- 14.1.15 as a result of any act or omission by the Client the party reasonably considers that the image or reputation of the party has been, or is likely to be, (if such breach were repeated), materially adversely affected.
- 14.2 Without limiting its other rights or remedies, the Company may terminate or suspend the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment.

## **15. Consequences of termination**

- 15.1 On termination of the Contract for any reason:
- 15.1.1 the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt;
- 15.1.2 the Client shall return all of the Company's Materials and any Deliverables which have not been fully paid for, including copies on any media. If the Client fails to do so, then the Company may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 15.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 15.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **16. Revisions**

- 16.1 The Company reserves the right to revise these Conditions at any point.

IN-Professional Development Limited is a company registered in England and Wales. Registered number: 10777587. VAT registration Number: 285136002. Registered office: In Professional Development Limited, Blackthorn House, Appley Bridge, Greater Manchester, WN6 9DB.