

TERMS AND CONDITIONS - SERVICES

Dr Elaine Hickmott ("the Consultant") trading as EH Enterprises

Your attention is drawn in particular to the provisions of Clause 13.

By accepting the proposal or quotation ("the Proposal") (in writing or orally) you ("the Client") make an offer to purchase learning and development services, consultancy, advice, mentoring, coaching, leadership support, master-classes, workshops or training / programme design or delivery (all collectively referred to as "the Services") in accordance with these terms and conditions

The offer shall only be deemed to be accepted when the Consultant issues a written acceptance of the offer at which point and on which date a contract ("the Contract") shall come into existence:

Payment

1. The Consultant will invoice 50% of the total order fee on order confirmation and the remaining 50% of the total order fee immediately following completion. Full payment is due within 14 days of each invoice date.
2. Without limiting her other rights or remedies, the Consultant may terminate 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.
3. All fees for all the Services are non-refundable.
4. Time for payment shall be of the essence in the Contract.

Intellectual Property Rights

5. Intellectual property rights shall have the following meaning all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
6. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Consultant.
7. The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on the Consultant obtaining a written licence from the relevant licensor on such terms as will entitle the Consultant to license such rights to the Client.
8. All Consultant materials are the exclusive property of the Consultant.

Consultant's Obligations

9. The Consultant will provide the Services to the Client in accordance with the Proposal. For the avoidance of doubt nothing shall be construed as restricting or prohibiting the Consultant from providing the Services to any third party.
10. Without prejudice to any other obligation of confidentiality and subject to the Client's written consent, the Consultant shall not disclose any Confidential Information (as defined below) to any third party nor use any Confidential Information save (in either case) as may be reasonably necessary for the purpose of providing the Services.
11. The Consultant will use all reasonable endeavours to provide the Services to the Client within estimated timings. However, all timings agreed by the Consultant are estimates only and the Consultant will not be liable for any loss, injury, damage or expenses arising directly or indirectly from any delay. Time is not of the essence in respect of the Consultant's performance or obligations.

Note: "Confidential Information" means all information confidential to the Client whether relating to the Client's business, customers, suppliers or otherwise but excluding information which is or becomes generally known or accessible to the general public (unless due to the default of the Consultant) and information obtained by the Consultant from a third party free of restrictions on use or disclosure.

Limitation of Liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12. Except in respect of death or personal injury caused by negligence or as expressly provided in these terms and conditions, the Consultant shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law for any loss of anticipated savings, business revenues, or profits (whether categorised as direct or indirect) or any indirect, special or consequential loss (including losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business), damages, costs, expenses or other claims (whether caused by the negligence of the Consultant, its servants or agents or otherwise) which arise out of connection with the Consultant or use of the Services.
 - 13.1 Except as set out in these conditions all warranties, conditions and other terms implied by statute, common law or otherwise are excluded from the Contract to the fullest extent permitted by law.
 - 13.2 The Consultant shall have no liability for any act taken or omission made by the Client or third party in respect of the Services provided.

This clause 13 shall survive termination of the Contract.

Cancellation/Force Majeure

13. Cancellation of Services that have been booked by the Client are subject to cancellation charges as follows:

	Workshops Master-classes Training / Programme Design or Delivery	Mentoring Coaching	Other Services
1 to 14 days prior to the date of the booked session	50% of the total order fee	50% of the total order fee	Subject to specific terms agreed in the original proposal
More than 14 days prior to the date of the booked session	50% of the total order fee	No charge for the Services but any incurred expenses will be re-charged	Subject to specific terms agreed in the original proposal

14. The Consultant will not be liable for any failure to carry out, delay or postponement of the Services due to events and matters outside her reasonable control including but not limited to an act of God, server crashes, virus attacks on equipment, ill health of the consultant, fire, flood or accident, war or threat of war, sabotage, vandalism, accident, insurrection, civil disturbance or requisition, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, damage, bad weather, software, power or equipment failure, strikes, lockouts or other industrial actions or trade disputes.

15. In the event that any session is cancelled or postponed by the Consultant, then the Client will be notified as soon as is practicably possible by email or telephone.

Data Protection

16. The Client authorizes the Consultant to:

- a. Collect, retain and use any information about the Client, for the purpose of assessing the Client's creditworthiness or marketing products and services to the Client; and
- b. To disclose information about the Client, whether collected by the Consultant from the client directly or obtained by the Consultant from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining credit reference, debt collection or of listing a default by the Client on publicly accessible credit reporting databases.

17. The Consultant may also use information about the Client to monitor and analyse its business. In this connection the Client authorises the Consultant to disclose personal information to agents or third parties engaged by the Consultant.

18. The Client consents to transfer of information outside of the European Economic Area for the purposes listed above.

19. Where the Client is an individual the authorities (under Clause 13) are authorities or consents for the purposes of the Data Protection Act 1998.
20. The Client shall have the right to request the Consultant for a copy of the information about the Client retained by the Consultant and the right to request the Consultant to correct any incorrect information about the Client being held by the Consultant.

General

21. These terms and conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.
22. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Consultant which is not set out in the contract.
23. Any samples, drawings, descriptive matter or advertising issued by the Consultant, and any descriptions or illustrations contained in the Consultant's 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.
24. Any Proposal given by the Consultant shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue
25. A reference to writing or written includes faxes and emails.
26. If any of the provisions in these terms and conditions are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions set out in these terms and conditions and the remainder of the provision in question shall not be affected.
27. A person who is not a party to the Contract shall not have any rights under or in connection with it.
28. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
29. No failure or delay to exercise a right or remedy under these terms and conditions shall be deemed a waiver by either party of that right, and no waiver by either party of any breach of this contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
30. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law and the parties submit to the jurisdiction of the English courts.