



Gareth Bunn Consulting

# Terms and conditions for Gareth Bunn Consulting Limited training and consultancy services

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These terms and conditions apply to those who purchase Gareth Bunn Consulting Limited's training and consultancy services.

## 1. Definitions

**“Agreement”**: means the contract you have entered into by purchasing the services to which these terms and conditions apply.

**“Customer”**: person, firm or company to whom Services are provided

**“GBCL”**: means Gareth Bunn Consulting Limited with registered office 202 Sheen Lane, London SW14 8LF

**“Services”**: services to be provided by GBCL to the Customer under the Agreement which include on-site training courses and consultancy services

**“In-house training”**: refers to training delivered by GBCL on Customer premises or Customer selected and paid for premises

**“Consultancy”**: refers to bespoke advice and other assistance relating to a Customer's specific requirements as agreed at the outset of the engagement

**“Engagement”**: refers to each individual piece of bespoke In-house training or Consultancy work requested by the Customer

**“Bespoke training”**: refers to training tailored to a Customer's specific requirements including but not limited to creation of new and tailored training materials

**“Working day”**: every week day apart from Saturday, Sunday, and United Kingdom statutory holidays

**“Third Party”**: refers to any outside party, contractor or consultant which GBCL may choose to deliver the Services.

**“Quote”**: refers to the price quoted in a proposal document, contract or any other form of formal communication.



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## **2. General**

- 2.1 These terms and conditions should be read and accepted by you prior to your purchase. You accept that by purchasing any of our Services, you agree to be bound by these terms and conditions.
- 2.2 By placing an order for Services from GBCL you warrant that you are legally capable of entering into binding contracts on behalf of the Customer, and acknowledge that where a purchase order is issued for the ordering of such services, these Terms and Conditions will prevail over any terms and conditions contained within any such purchase order.
- 2.3 Where a customer has a specific agreement or contract in place for alternative services provided by GBCL, the Customer acknowledges that for any instances of training or consultancy, and/or where there is a conflict of terms and conditions, these Terms and Conditions will apply for any training or consultancy services unless expressly acknowledged in writing by GBCL.
- 2.4 GBCL reserves the right to modify these T&Cs without prior notice. If the Customer does not accept any changes, the Customer shall promptly notify GBCL of such non-acceptance and in such case, the old T&Cs shall govern for the remaining term of Agreement and the new T&Cs shall apply to any new Agreement.
- 2.5 GBCL shall provide the Services requested, and as described in any GBCL written proposal, exercising reasonable skill and care at all times.
- 2.6 The Agreement shall be governed by English Law. Any dispute under this Agreement shall be submitted to the exclusive jurisdiction of English courts.
- 2.7 The parties are each independent contractors. Nothing in this Agreement shall give rise to a partnership, joint venture, agency or any such other relationship between the parties. Neither party shall claim to be a legal representative, partner, agent, franchisee or employee of the other party.
- 2.8 GBCL may assign or sub-contract its obligations or rights under this Agreement to a competent third party in whole or in part. The Customer may not assign this Agreement in whole or in part except with GBCL's express written consent.
- 2.9 By providing personal data relating to your employees or agents to us, you confirm that you are entitled to disclose that data to us under the terms of the General Data Protection Regulation (GDPR) and that we are entitled to process such data for the purposes of providing your contracted Services. GBCL will abide by the terms of GDPR using the data only for the purpose of delivering the services and will keep such data secure.

## **3. Customer Obligations**

- 3.1 Where GBCL are required to perform services on Customer premises, the Customer agrees to provide a full and safe working environment for GBCL's staff and contractors



including any relevant safety wear and equipment as may be necessary in performing the required services.

- 3.2 The Customer agrees to ensure that GBCL staff and any sub-contractors engaged by GBCL are informed of all relevant health & safety requirements of the Customer's site at the outset of any services performed.
- 3.3 The Customer agrees to have in place suitable employer's liability and public liability insurance at all times that services are performed by GBCL on the Customer's premises.

## **4. Fees**

- 4.1 Prices quoted for the provision of In-house training or Consultancy are provided on a bespoke basis, dependent on the Customer's requirements, and are only valid for 30 days from the date of any written quote.
- 4.2 Any discounts offered by GBCL to the Customer for the provision of services are offered against standard rates in force at the date of quote.
- 4.3 All fees are quoted exclusive of VAT, which will be charged at the prevailing rate.
- 4.4 All fees quoted are for the provision of services and include all materials used and provided but excludes any travel or subsistence or other expenses which, other than mileage, will be recharged to the Customer at cost. Mileage will be recharged to the Customer at 65 pence per mile.
- 4.5 Fees for consultancy and training courses may if agreed by both parties bundle in travel and subsistence costs subject to geographic boundaries such as within Europe or UK or London and the Southeast only. These will be part of the written proposal from GBCL and subject to customer agreement.
- 4.6 All fees are subject to annual or other such periodic review and amendment in order to take into account the changing nature and variation of wages, materials and other costs in providing the services to the customer. GBCL reserves the right to adjust fees at any time to take account of such increases in cost.

## **5. Payment terms**

- 5.1 All in-house training courses are billable on delivery and are payable within 30 days of the issue by GBCL to the Customer of an invoice.
- 5.2 Consultancy assignments will be invoiced either upon completion or in the case of longer assignments on a monthly frequency based on work completed at the point of billing. Such invoices are payable 30 days from the date of invoice.
- 5.3 Any fees outstanding beyond agreed terms are subject to a late payment interest charge of 2.5% above the Bank of England base lending rate prevailing at the end of each month that such debt is outstanding.
- 5.4 The Customer warrants in all instances that where a valid Customer purchase order is required to be quoted on any invoices, the Customer will provide such purchase order



details as necessary in order to facilitate payment in good time and for the full value of any service provided.

5.5 GBCL is not liable under any circumstances for the failure of the Customer to provide any necessary purchase order information as may be required, and the Customer accordingly acknowledges that all fees are due and payable according to GBCL’s terms and conditions in the instances where a valid purchase order has failed to be provided.

## 6. Cancellation

6.1 Cancellation charges including those levied for postponements of services are charged in accordance with the number of days’ notice provided by the Customer and are set out in the table of charges below. Day means “Working day”. Postponement of a training course is deemed to be the same as cancellation.

6.2 Charges are applied to the agreed and contracted price of any course or the agreed duration in days of consultancy at the day rates in force at the date of cancellation.

6.3 All cancellations or postponements must be received in writing by GBCL.

<b>Consultancy</b> Cancellation %	Over 20 days 0	16-20 days 20	11-15 days 50	Up to 10 days 100
<b>Consultancy</b> Postponement %	- -	Over 10 days 0	6-10 days 25	Up to 5 days 50
<b>Training</b> Cancellation %	- -	Over 30 days 0	16-30 days 50	Up to 15 days 100

6.4 GBCL reserves the right to cancel, defer or postpone any training or consultancy services at any time at its discretion with no liability to the Customer. In such circumstances GBCL may at its discretion offer the Customer an alternative date and/or alternative Third Party. GBCL will not be liable for any expenses incurred by the Customer.

6.5 Where GBCL cancels a course and is unable to offer an alternative date to the Customer, then the Customer will be refunded in full any fees paid in advance. For the avoidance of doubt GBCL is under no obligation to provide a refund where an alternative date is offered but is refused by the Customer.

6.6 The Customer may substitute course attendees as required as long as GBCL is informed in writing within 24 hours of the course commencement. In such instances it is the Customer’s responsibility to ensure that the attendee has any pre-requisite knowledge and/or undertaken any required pre-reading or training in order to attend the course.

6.7 If the number of delegates provided by the Customer falls below the minimum threshold specified for the course, GBCL reserves the right to cancel the course and claim the cancellation fees laid out in 6.3 above.



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## **7. Termination of Agreement**

- 7.1 This Agreement will continue to apply to all training and consultancy arrangements provided to the Customer until such time that terms and conditions are changed.
- 7.2 GBCL may at its discretion terminate or suspend this Agreement upon 10 days' notice to the Customer if:
- a) the Customer ceases to trade or otherwise terminates business operations;
  - b) becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or any proceeding is instituted against the Customer;
  - c) fails to make payment in accordance with the terms and conditions of this Agreement
- 7.3 GBCL may at its discretion immediately terminate or suspend this Agreement if the Customer commits a material breach, or a series of breaches the combination of which constitutes a material breach and the Customer fails to remedy such breach(es) within 10 days after receipt of notice giving details of breach(es) and requiring them to be remedied.

## **8. Staff & Contractors**

- 8.1 GBCL shall be entitled, with agreement of the Customer, which will not be unreasonably withheld, to subcontract, delegate or assign the provision of any services or any of their rights or duties under these terms. GBCL shall have discretion as to which of their employees or self-employed agents, contractors or third parties ("Third Party") are assigned to perform the services.
- 8.2 Unless given express permission by GBCL the Customer agrees not to recruit or secure directly the services of any Third Party involved in the provision of services to the Customer by GBCL in the previous 12 month period.

## **9. Intellectual Property & Confidentiality**

- 9.1 All intellectual property rights of any nature (including copyright) created or provided by GBCL or its employees or Third Parties shall be and remain the property of GBCL and any such materials shall be licensed to the Customer for internal use only and only for the intended benefit of the Customer. Internal use does not include the training of staff or others except by trainers tested and accredited by GBCL. It also prohibits the use of such IP and materials by staff who leave the Customer's employment. External trainers are permitted to train others including the Customer's staff and use the materials only if they are licensed by GBCL. The Customer agrees to ensure that all beneficiaries of training provided by GBCL are made aware of these IP constraints.



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- 9.2 The Customer undertakes to keep all publications and materials created by GBCL confidential and not to copy, publish or distribute any such information, materials or documents to any third party without GBCL's prior written consent (save where such information is in the public domain or the Customer is required to disclose such information by law).
- 9.3 Each party agrees with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs other than to its employees, or subcontractors who need to know such information and who are subject to a non-disclosure agreement, or where the other party has consented to such disclosure.

## **10. Force Majeure**

- 10.1 GBCL shall be entitled to delay or cancel delivery of any services or to reduce the amount of services delivered if it is prevented from or hindered or delayed in the provision of services through any circumstances beyond its reasonable control including sickness, strike, lock-out, accident, war, government action, national emergency, act of terrorism, protest, riot, civil commotion, explosion, flood, epidemic, fire.

## **11. Liability & Insurance**

- 11.1 GBCL's aggregate liability including the liability of their partners, agents, subcontractors and employees in respect of any services provided to the Customer by GBCL in connection with your service contract will be limited to the total fees payable by the Customer for the service which is described within a single Purchase Order.
- 11.2 GBCL shall not be liable to the Customer in respect of any event of default for loss of profits, goodwill or any type of indirect or consequential loss, including the acts or omissions of the Customer, even if GBCL had been advised of the possibility of the Customer incurring the same.
- 11.3 Nothing in these terms will limit or exclude GBCL's liability for death or personal injury arising as a result of GBCL's negligence.
- 11.4 The Customer shall to the fullest extent permitted in law, indemnify and hold harmless GBCL and its Third Parties from and against any and all claims, damages, losses or expense, arising out of or resulting from any injury or damage sustained on the Customer's premises or for which the Customer is responsible.