

Terms and Conditions of Business/Services

These terms and conditions of business set out the basis on which The Development Partnership(TDP)/British School of Coaching(bsc) agree to provide consultancy services, training courses or a place on a training course, seminar or workshop run by TDP/bsc

By placing an order with us for the provision of our services, you accept and agree to be bound by the terms set out below.

1 Basis of contract

This contract is made under the UK jurisdiction.

1.1 These conditions govern the agreement between you and us to the exclusion of all other terms and conditions. No variation to these terms and conditions of business shall be valid unless agreed by us in writing.

1.2 The contract between us shall only come into effect on our acceptance of your order.

2 Services

2.1 Subject to clause 4.3 below, we agree to provide the consultancy/coaching / training courses / a place on; a training course / seminar or workshop to you ("Services") on the date and at the time agreed, or any other services mutually agreed between you and us. If we are unable to carry out the Services on the dates you initially request, we will suggest alternative dates and/or times for you to choose from.

2.2 If you are booking a training course / place on; a training course / seminar or workshop, you must inform us of the identity of the participants at least 30 days before the start date of the course. If any of the nominated participants are unable to attend, you may nominate a suitable alternative person/s to attend in their place. (except courses with any pre-course work, e.g: EFQM)

3 Price and Payment

3.1 The price we will charge you for the Services shall be as set out in our proposal agreed with you.

3.2 The Investment shall be payable before the Services are performed and we shall submit to you an invoice for the Investment. Payment of our invoice shall be due 30 days from the date of the invoice, or immediately upon issue if issued less than 30 days before commencement of the service and includes luncheon (for full day events), refreshments and detailed event materials.

3.3 Only those whose fees have been paid in full will be admitted on the event.

3.4 If a booking is received, or a full payment has not been received, 10 working days before the event, a credit card number will be required to confirm your place/s. Payment can also be paid my credit card using Paypal on the TDP website.

3.5 Places are limited and will be allocated on a first-come, first-served basis. Your registration will not be confirmed until payment is received and may be subject to cancellation.

3.6 If in the UK, cheque should be drawn in favour of The Development Partnership and will need to be presented in sufficient time to ensure funds are cleared, 5 working days in the UK.

3.7 If in the Gulf, cheque should be drawn in the favour of The Development Partnership FZ LLC. And will need to be presented in sufficient time to ensure funds are cleared, 10 working days in the Gulf.

3.8 You shall pay all sums due to us under this Agreement without any set off, withholding, deduction and/or counterclaim.

3.9 VAT will be charged at the prevailing rate for any payments invoiced in the UK.

4 Cancellation Policy

4.1.1 if you cancel your order less than 30 days before your service is due to be delivered, you will be liable to pay your invoice in full and if your invoice has been paid in full no refund will be paid;

If travel arrangements have been made and expenses incurred TDP/bsc will invoice the costs and will require payment within 30 days.

4.1.2 if you cancel your order between 30 days and 60 days before your service is due to take place, you will be liable to pay 75% of your invoice in full and if your invoice has been paid in full 25% will be refunded to you;

4.1.3 if you cancel your order between 61 days and 90 days before your service is due to take place, you will be liable to pay 50% of your invoice in full and if your invoice has been paid in full 50% will be refunded to you; and

4.1.4 if you cancel your order more than 90 days before your service is due to take place, you will not be liable to pay your invoice in full and if your invoice has been paid in full 100% will be refunded to you;

4.2 If you wish to cancel a particular place on a training course / seminar or workshop rather than the course in its entirety, you may do so and the above cancellation charges shall apply in relation to the cost of the cancelled place on the training course / conference / seminar or workshop . The cost of the cancelled place shall be calculated for the purposes of clause 4.1 above by dividing the Investment by the number of places available on the course / conference / seminar or workshop.

4.3 In certain times we may cancel the Services due to circumstances outside our control. If we are unable to carry out the Services on the agreed date, we will use all reasonable endeavours to arrange an alternative time with you to carry out the Services and/or offer you a place on an alternative course / seminar or workshop.

4.4 If you have already paid for cancelled courses and/or places on courses, we shall refund to you the amount of the pre-paid Investment.

5 Intellectual Property

5.1 All intellectual property rights (including without limitation all patents, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) and other similar rights, whether existing now and/or in the future, wherever existing in the world together with the right to apply for protection of the same) in the training manuals and other course material that we use during the Services shall be owned by us absolutely. This includes any manuals and other materials which are to be retained by you after completion of the Services and cannot be reproduced without our written consent.

6 Termination

6.1 We may withhold or suspend the Services and/or immediately terminate this Agreement if you:

6.1.1 fail to make any payments to us when due;

6.1.2 breach any term of this Agreement (and where the breach is capable of remedy have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied); or

6.1.3 cease or threaten to cease to carry on business, or propose to compound with your creditors or have a Bankruptcy Petition presented against you, enter into voluntary or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all or any of your assets, or take or suffer any similar action in any jurisdiction.

7 Liability

7.1 We shall have no liability to you for any consequential losses; loss of profits and/or damage to goodwill; economic and/or other similar losses and/or special damages and indirect losses you may suffer as a result of our acts and/or omissions under this Agreement and/or whilst performing the Services.

7.2 We shall have no liability to you if we are required to cancel the Services due to circumstances outside our reasonable control other than the refund of any pre-paid Investment if the dates for the performance of the Services cannot be re-arranged.

7.3 Nothing in this Agreement shall exclude or limit our liability for death or personal injury due to our negligence or any liability which is due to our fraud or any other liability which it is not permitted to exclude or limit as a matter of law.

7.4 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

7.5 Nothing in this Agreement shall exclude or limit any of your statutory rights which may not be excluded or limited due to you acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent, have no force or effect.

7.6 We are not responsible for any loss or damage as a result of a substitution, alteration or cancellation/postponement of an event. TDP/bsc shall assume no liability whatsoever in the event of the training course / seminar or workshop is cancelled, rescheduled or postponed due to fortuitous event, act of God, unforeseen occurrence or any other event (*force majeure*) that renders performance of this conference impracticable or impossible. For purposes of this clause, a fortuitous event shall include, but not be limited to: war, fire, labour strike, extreme weather or other emergencies.

8 Programme Changes

8.1 Please note that for events where speaker's/tutor's and topics were confirmed at the time of publishing; circumstances beyond the control of the organisers may necessitate substitutions, alterations or cancellations of the speaker's/tutor's and/or topics. As such, we reserve the right to alter or modify the advertised speaker/s and/or topics if necessary. Any substitutions or alterations will be updated on our web site as soon as is possible.

9 General

9.1 No waiver by us of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

9.2 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

9.3 All third party rights are excluded and no third party shall have any right to enforce this Agreement. Any right of a third party to enforce this Agreement may be varied and/or extinguished by agreement between the parties to this Agreement without the consent of such third party.

9.4 This Agreement is governed by and interpreted in accordance with UK law.

10 Privacy & Legal

Your privacy is important to us

We recognize that when you visit the site and provide us with personal information, you trust that we will act responsibly and keep your information secure and confidential.

Personal Information

We do not collect personal information about you unless you voluntarily provide it. The information that may be retained includes your name, company, email or telephone number. The information will be collected when you register to our site or when you submit a request form.

We do not disclose information about individual visits to our web site or any other personal information that you may give us to any third parties without your permission.

This website may provide automatic links (hyperlinks) to other third party websites for your convenience. We are not responsible for the content of these sites. When you use links to other websites our Privacy Policy no longer applies and you should refer to the privacy statement of the website you are currently accessing.

We reserve the right to change, modify, or update this statement at any time without notice.