

1. General

1.1 In these terms and conditions (“**the Conditions**”) and in all contracts to which these Conditions apply the following words and expressions shall have the following meanings:-

“**the Client**” means the person named in the Contract Details for whom the Supplier has agreed to provide the Professional Services in accordance with these Conditions;

“**the Supplier**” means Excellerate Business Performance Ltd

“**Professional Service**” means professional services including but not limited to training, facilitation, coaching, mentoring, consultancy, team building, conference management or presentation to be provided by the Supplier as set out in the Contract Details;

“**Program**” means the schedule of professional services agreed between the Client and the Supplier for delivery to the Client

“**Contract Details**” means the sheet detailing inter alia the Client and the Professional Services to which these Conditions apply;

“**Contract**” means the contract between the Client and the Supplier for the provision of the Professional Services;

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 References to the singular shall be deemed where appropriate to include the plural and references to the masculine gender where appropriate shall be deemed to include the female gender.

1.4 These Conditions (together with the terms set out in the Contract Details in respect of each Contract) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. For the avoidance of doubt no representation or statement made by the Supplier prior to the date of a Contract shall be binding on the Supplier.

2. Professional Services

2.1 The Supplier shall provide the Professional Services for the Client in accordance with the Contract Details and subject to these Conditions.

2.2 The content of any work delivered shall, subject to variation as agreed by the parties, be determined by the Client subject to such content remaining within the agreed goals and framework of the Professional Service.

3. Charges

3.1 The Client shall pay the Supplier's Charges and any additional or other sums and expenses as agreed by the parties.

3.2 The Supplier shall be entitled to invoice the Client for the Professional Services that have been provided and for the Expenses.

3.3 If payment is not made by the Client to the Supplier on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 11 per cent above the base rate from time to time of HSBC plc from the due date until the outstanding amount is paid in full.

4. Termination

4.1 Subject to sub-clauses 4.2 and 4.3, the Supplier and the Client shall each be entitled to terminate a Contract upon reasonable notice.

4.2 The Supplier may (without limiting any other remedy) at any time terminate a Contract with immediate effect by giving written notice to the Client if any payment due to the Supplier is outstanding from the Client for more than 14 days.

4.3 If a Program is cancelled by the Client less than 30 days before the agreed delivery date of the Program then the Client shall be liable to pay the full invoice amount.

5. Intellectual Property

5.1 All rights, title and interest (including copyright) in respect of all inventions, discoveries, designs, programs, data, drawings, or other material relating to the Professional Service and other works (“**the Inventions**”) originated, developed, derived or made by the Supplier or in any way whatsoever related to the providing of the Professional Services shall belong to the Supplier subject only to the right of the Client to use the Inventions for the purpose of utilising the Professional Services only.

6. Limitation of Liability

6.1 Subject to death or personal injury caused by the Supplier's negligence, the Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from or relating to the provision of the Professional Services.

6.2 The Client is responsible for any action taken on the advice or guidance provided by the Supplier as part of the provision of the Professional Services.

6.3 No warranty is implied by the Supplier for any business or personal advice given to the Client.

7. Confidentiality

7.1 All material or other information provided by the Supplier which is so designated by the Supplier or which the Client might reasonably expect the Supplier would regard as confidential shall at any time before or after the termination of the Contract be kept confidential by the Client and shall not be divulged to any person, but the foregoing shall not apply to any document or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

8. General

8.1 Any notice or communication required or permitted to be given under these Conditions shall be in writing and shall be deemed to be duly given if left at or sent by post to the registered address or principal place of business of the other party or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and if sent by post shall be deemed to be received three days after posting.

8.2 Neither party shall be liable to the other for any delay in or failure to perform its obligations (other than payment) as a result of any causes beyond its reasonable control.

8.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.4 These Conditions shall in all respects be construed and take effect in accordance with English Law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.