

Terms & Conditions

FOR SPEAKING, TRAINING COURSES, WORKSHOPS,
WEBINARS, CONSULTING, COACHING, EVENTS,
PRESENTATIONS



1. BACKGROUND

1.1 James Nathan trading as the James Nathan experience, and or Recruiting to Win® ('the Company') has agreed to provide to its Customer ('the Customer') the course or event (in person or by webinar) specified in the individual Schedule to which these Terms and Conditions are annexed ('the Schedule') hereto at the time and place set forth in the Schedule or at other venue as shall be notified to the Customer by the Company ('the Event') upon the following terms and conditions.

2. GENERAL

2.1 These conditions shall be deemed to be incorporated in all contracts and in the case of any inconsistency with any order or letter or correspondence sent by the Customer to the Company or any other communication between the Customer and the Company whatever may be their respective dates and the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a director on behalf of the Company.

2.2 If the Company chooses not to enforce any of the Conditions of these Conditions this shall not affect the rights of the Company under the remainder.

2.3 If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the contract the other Conditions shall continue in full force and effect.

3. FEES AND PAYMENT TERMS

3.1 The Company will provide to the Customer the Event in consideration for the payment sum specified in the Schedule hereto ('the Fee').

3.2 For all Events excluding speaking engagements, webinars and non-UK based training the Fee shall be paid by the Customer within 7 days of receipt of the Company's invoice which the Company shall send to the Customer as soon as practicable after the Customer confirms booking an Event.

3.3 Webinars are payable at the time of booking and the Fee is non-refundable.

3.4 Speaking Engagements, Presentations and non-UK based events are payable 50% at the time of booking ('the Deposit'), and the balance shall be paid by the Customer within 7 days of receipt of the Company's invoice which the Company shall send to the Customer as soon as practicable after the Event. This Deposit is non-refundable.

3.5 Unless otherwise stated in agreements, contracts or quotes, all materials and expenses incurred relating to delegate packs, handouts, venue costs, travel, accommodation, hire of equipment or any other expenses relating to providing the service are charged at cost. All air travel over 3 hours in duration will be Business Class.

3.6 The Fee quoted excludes Value Added tax (VAT) or other sales taxes which will be added at the current rate. VAT is payable regardless of the delegate's country of origin; the point of supply for VAT purpose is the location of the course/engagement.

3.7 The Fee does not include any travel, accommodation or living expenses which the delegate may incur when attending the course.

3.8 The Company reserves the right to charge interest on late payments at 10% over Bank of England base rate, as well as an administration fee.

4. CANCELLATION TERMS FOR ALL UK EVENTS EXCLUDING WEBINARS

4.1 In the event that the Customer cancels attendance at an Event in the UK for whatever reason then it is agreed that the following terms shall apply and cancellation charges be imposed on the Customer by the Company:

4.1.1 If the Company receives notice of cancellation by the Customer more than 28 days before the Event then it is agreed that the Company shall be entitled to refund of the Fee.

4.1.2 If 14 to 28 days notice of cancellation is received by the Company before the Event then the Event will be re-arranged without charge. If re-arrangement is not appropriate the Fee will be payable at 50% of the full invoice amount.

4.1.3 If less than 14 days notice of cancellation is received by the Company before the Event then the Fee will be payable at the full invoice amount.

4.2 Non-attendance at an Event by any individual ("Delegate") for any reason whatsoever is deemed to be a cancellation with no notice and payment is due in full.

5. CANCELLATION TERMS FOR ALL NON-UK EVENTS EXCLUDING WEBINARS

5.1 In the event that the Customer cancels attendance at a non-UK Event for whatever reason then it is agreed that the following terms shall apply and cancellation charges be imposed on the Customer by the Company:

5.2 The Deposit remains non-refundable.

5.2 If the Company receives notice of Cancellation by the customer more than 28 days before the Event, then it is agreed that the Company will be entitled to a refund of the remaining Fee.

5.3 If less than 28 days notice of cancellation is received by the Company before the Event then the Fee will be payable at the full invoice amount.

5.4 Non-attendance at an Event by any individual ("Delegate") for any reason whatsoever is deemed to be a cancellation with no notice and payment is due in full.

6. RIGHT OF THE COMPANY TO CANCEL THE EVENT AND/OR ARRANGE ALTERNATIVE EVENT OR VENUE

6.1 The Company shall have the right under this Agreement in the event that any speaker or trainer is incapacitated or any venue becomes unavailable to the Company for reasons beyond the Company's control, the Company shall have the right to cancel the date of the Event and reschedule the Event at an alternative venue upon reasonable prior notice to the Customer and taking into account to a reasonable extent the convenience and availability of the Customer or the Customer's delegates to the Event.

7. DISCLAIMER

7.1 The intent of the Event is to educate the Customer or delegates. It is for the Customer to ensure that it or its delegate or delegates receive the full educational benefit of the Event.

7.2 The information in materials provided and instruction given in connection with and at the Event, is for general guidance and educational purposes only. No guarantee is given of any resulting increase in the Customers skills or those of its delegate or delegates. Results can only be achieved by applying the educational material and developing skills. Any particular instances cited at the Event or in the said materials provided for the Event are by way of example/illustration and for educational purposes only.

7.3 By booking an Event, the Customer releases the Company and its trainers/presenters from any liability resulting from the Customers actions based on the Event or upon the Company's materials provided. Any such materials or guidance by or on behalf of the Company are not to be construed as prediction or advice for the Customers actions but are strictly educational.

8. INTELLECTUAL PROPERTY CONFIDENTIALITY AND CONSENT

8.1 All the Company's materials, workbooks and notes etcetera provided for the Event are the copyright of the Company.

8.2 The Customer is not permitted, whether for himself or others and whether via his servants agents or otherwise, to make available or to divulge to any unauthorised person in any way any of the contents of the said materials, workbooks etcetera mentioned in paragraph 7.1 above.

8.3 No photocopying, audio, video or photographic recordings of the Event or of any of the said copyright materials are allowed without the prior consent knowledge and arrangement of the Company.

8.4 By being issued these terms and conditions the Customer has consented to his presence or the presence of his delegate or delegates in any audio, video or photographic recordings of the Event arranged by the Company, and the Customer has similarly waived any right claim or interest in the reproduction distribution and exposure of any or all of the aforementioned recordings which are owned and possessed exclusively by the Company.