

## TERMS AND CONDITIONS

### **Website usage terms and conditions**

Welcome to LEEPS Ltd website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern LEEPS' relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term LEEPS Ltd, LEEPS, 'us' or 'we' refers to the owner of the website whose registered office is Lavant House, 39 Lavant Street, Petersfield, Hampshire, GU32 3EL. Our company registration number is 07828924. The term "you" or "your" refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- This website uses cookies to monitor browsing preferences. Please refer to our privacy policy for more information.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information.

They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

- You may not create a link to this website from another website or document without LEEPS' prior written consent.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

## **Ordering Services Terms and Conditions**

The main consumer protection legislation governing any contract between LEEPS Ltd "LEEPS" "we" "us" and the Client "you" "your" is the Consumer Protection (Distance Selling) Regulations 2000 and the Unfair Terms in Consumer Contracts Regulations 1999.

### **1. Ordering Services**

You may place an Order for a Service online via the Website, or in writing by email.

When you place an Order for a Service you are offering to purchase that Service on these Terms. LEEPS reserves the right to decline or cancel your order, or any part of your order.

A legally binding agreement between us and you shall come into existence when we have accepted your offer to purchase Services from us by sending you an email confirming the purchase.

Descriptions of the Services are available on our Website and Course Brochure. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website, Course Brochure and marketing materials.

We reserve the right to vary or withdraw any of the Services described on the Website and/or Course Brochure and marketing materials without notice.

Any samples, drawings, descriptive matter or advertising issued by LEEPS and any descriptions or illustrations contained in our Marketing Materials or on our Website or marketing materials, are issued or published for the sole purpose of giving an

approximate idea of the Services described in them. They shall not have any contractual force.

## **2. Fees and Payment**

The Fees for the Services shall either be as displayed on the Website and/or will be notified to you by LEEPS at the time you place your order.

The Fees will be in pounds sterling. Unless otherwise specified at the time you purchase the Services, the Fees are exclusive of VAT.

For the specific training courses published on our website and in our Course Brochure, receipt of a completed Order instructs us to raise a formal invoice which must be settled no later than 5 working days before the Service Start Date for individuals, or within the due date specified on our invoice for Companies.

If we do not receive the fee in accordance with these Terms, we reserve the right to refuse our Services and your registration on to or attendance at the Course.

Payment can be made by bank transfer or credit card.

LEEPS also provides Bespoke Consulting and Courses which are tailored to the needs of the Client. Fees for the provision of such Services to the Client shall be displayed in the Proposal for providing the Services. Please email us for further details.

In the case of Bespoke Consulting and Courses, the Client must agree to the Proposed Service and the pricing schedule via email confirmation and provide LEEPS with a Purchase Order number. Receipt of a Purchase Order number instructs us to raise a formal invoice, which must be paid in accordance with the conditions set out in the Proposal. Payment will be required by bank transfer.

In the event of late payment of the Fee, we reserve the right to charge interest on all outstanding sums at the rate of 4% above the Bank of England's base per annum accruing daily from 30 days after we have issued the invoice until the date that payment is made.

It is your responsibility to ensure that you and/or the Delegate(s) attend the Course booked. You may be liable to pay the Fee even if you do not attend the Course.

### **3. Cancellations, Substitutions, Deferrals and Refunds**

Where attendance at a training session, group workshop or meeting is deferred or cancelled, LEEPS must be notified of such cancellation as soon as possible in advance of the event, by email to [fiona@leepsconsulting.co.uk](mailto:fiona@leepsconsulting.co.uk). In addition to your rights under the Consumer Contracts Regulations, upon receipt of such notice, LEEPS reserves the right to invoice for services at the following levels:

- Cancellation more than 10 Working Days prior to Service Start Date = 0% of fee
- 5-10 Working Days prior to Service Start Date = 50% of fee
- Less than 5 Working Days prior to Service Start Date = 100% of fee
- All preparatory work done and travel costs incurred at the time of cancellation will be charged in full.

You may defer the Start Date of your Service at any time up to 10 Working Days prior to the relevant Service Start Date, subject to availability on your chosen deferred Service and upon payment by you of any difference in the Fees payable for the two Services plus VAT where applicable.

If you have paid in advance, you will receive a credit note from LEEPS within 14 days of receipt by LEEPS of written notice of your intention to defer, provided you have complied with the relevant time periods set out in this section. You must retain this credit note and use the unique reference number printed on the credit note at the time of rebooking your deferred Service. Credit notes can only be used once and must be used within one year of the date of issue by LEEPS, after which time the credit note will expire and will not be accepted.

You may cancel your Order of a Service up to 10 Working Days prior to the relevant Service Start Date. You will receive a full refund of your Fees less any refund costs plus VAT where applicable. Any refunds applicable will be paid within 14 days of you informing LEEPS Ltd of the cancellation.

### **4. Service Delivery**

LEEPS will provide the Services at the times and places as described on the Order or in the Proposal.

In the event that LEEPS need to change the time or place of the Services, all reasonable notice will be given to the client.

Where the Client wishes to change the place of delivery LEEPS may agree to do so provided that the Client provides sufficient notice of the change and pays any additional delivery charges incurred by LEEPS.

LEEPS shall provide such consultants to deliver the Services as it, in its sole discretion, deems fit and LEEPS shall be entitled at any time to substitute any consultant with any other person who, in LEEPS sole discretion, it deems suitably qualified to deliver the relevant Service.

## **5. Force majeure**

Neither Party shall be liable for any damages incurred by the other Party due to failure to honour its contractual obligations due to a case of force majeure. The term "force majeure" shall cover all exceptional events or circumstances outside the control of the Parties. Such events and circumstances shall include natural disaster, epidemic, fire, accident, war, rioting, civil disorder, act of terrorism, sabotage, lockout, act of government or order issued by a court or public authority, general strike, and specific strike within a company) involved in performance of the contract.

The Parties hereby undertake to notify the other Party that such an event has occurred, as soon as possible after its occurrence, and to cooperate in full throughout the occurrence of such an event

## **6. Intellectual property**

Use of the results of the Service as provided by LEEPS, shall be strictly limited to the group to which the Client belongs and in connection with the Client's business only. LEEPS' name must be recognised in relation to citing of the service in any correspondence and communication of the service or partial content.

In the case of Bespoke Consulting and Courses, the Client shall treat the proposal and price submitted by LEEPS as confidential information. The Client shall not use the proposal or quote for any purpose other than to consider the offer made by LEEPS. The Client hereby undertakes not to disclose such proposals to third parties, or to use such proposals to obtain quotes from competitors.

All processes, methods and tools developed and used by LEEPS in delivery of the service shall remain the exclusive property of LEEPS.

Unless expressly forbidden to do so by the Client, LEEPS reserves the right to use the Client's name, brand(s) and logo(s) and/or any other distinctive sign for communication, promotion and reference purposes, and on any presentation material or written document, whether in physical or electronic format.