

## Terms and Conditions

These terms and conditions (“Terms”) form the entire agreement between PROJECTING SUCCESS LTD and the client (“Client”, “you”) for the goods and services provided. These Terms shall prevail over any terms of business or purchase conditions proffered by the Client, unless agreed otherwise in writing. These Terms may not be varied without the written agreement of authorised signatories of the parties.

### 1. Cancellation

You may cancel a confirmed service/ course by giving written notice and on payment of a cancellation fee which is a percentage of the service/ course fee. The cancellation fee varies with the amount of written notice given to PROJECTING SUCCESS LTD as follows:

- More than 20 working days notice: no fee
- Less than 20 working days notice: 50% of event fees
- Less than 10 working days notice: 100% of event fees

### 2. Postponement

You may postpone a confirmed service/ course by giving written notice and on payment of a postponement fee, which is a percentage of the service/ course fee. The postponement fee varies with the amount of written notice given to PROJECTING SUCCESS LTD as follows:

- More than 10 working days notice: no fee
- Less than 10 working days notice: 50% of event fees

If a postponed service/ course is not delivered within six months of giving notice of postponement, the appropriate cancellation fee (as stated above) will apply.

### 3. Fees and Payment Terms

PROJECTING SUCCESS LTD shall invoice the Client for all fees, charges and expenses due plus VAT at the prevailing rate. All invoices will be submitted on a weekly basis, and are payable within 14 days of the invoice date.

### 4. Confidentiality and Intellectual Property

Each party agrees that it shall maintain as confidential all information of a confidential or commercially sensitive nature that it obtains from the other party (or from any person on behalf of the other party) and shall use such information solely to fulfil its obligations under these Terms or as may be required by law. All intellectual property rights (“Rights”) in all materials used in delivery of the service (“Materials”) are vested in PROJECTING SUCCESS LTD or its licensors, and all such Rights are reserved. All Rights in materials or any media produced by PROJECTING SUCCESS LTD personnel during services are vested in PROJECTING SUCCESS LTD and the Client is licensed to use such Rights solely for the purposes of the relevant Terms. All Materials provided to Course delegates are for the exclusive use of the individual delegate. No part of Course Materials may be reproduced or transmitted in any form, or by any means, electronically or mechanically, including photocopying, recording or any information storage or retrieval system without the prior written permission of PROJECTING SUCCESS LTD. Course Materials are provided subject to the condition that they shall not, by way of trade or otherwise, be lent, resold, hired out, or otherwise circulated without the prior written permission of PROJECTING SUCCESS LTD. Any use, duplication or lending of Course Materials without

the prior written consent of PROJECTING SUCCESS LTD, save for such uses as are allowed under applicable law is prohibited.

### 5. Projecting Success’ Liability and Insurance

PROJECTING SUCCESS LTD’s total liability to the Client, other than for death or personal injury caused by its negligence or for fraud, for any losses costs expenses or damages under these Terms shall be limited to the total Fees paid or payable by the Client to PROJECTING SUCCESS LTD in relation to the specific service to which the claim relates. Under no circumstances shall PROJECTING SUCCESS LTD have any liability to the Client for loss of profit, revenue, anticipated savings or bargain or loss or corruption of data or software or for any indirect special or consequential losses. All PROJECTING SUCCESS LTD goods and services are provided materially in accordance with their description. The undertakings, representations and warranties in these Terms are in lieu of all other warranties express or implied, statutory or otherwise. PROJECTING SUCCESS LTD maintains £2M insurance cover in respect of Professional Indemnity.

### 6. General

These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the English Courts. PROJECTING SUCCESS LTD shall not be liable for any failure to fulfil its obligations where such failure is due to circumstances beyond its reasonable control. PROJECTING SUCCESS LTD shall be entitled to assign its rights and obligations under these Terms to a purchaser of the whole or a substantial part of its business.

### 7. Agreement Termination

You may terminate these Terms with PROJECTING SUCCESS LTD at any time for any reason by giving us written notice. PROJECTING SUCCESS LTD may stop working for you by giving you reasonable written notice if there is reason to do so. Reasons may include breakdown in confidence, failure to receive adequate instructions, or non-payments of invoices. Upon termination of the agreement, any work that has not been completed will be invoiced at an hourly rate for the work done, or by reference to a reasonable sum in view of the service/ course fee, along with any expenses incurred.

### 8. Changes

PROJECTING SUCCESS LTD reserve the right to change these Terms from time to time. Any variation will be notified to you in writing.