
**MATT CAULFIELD TRAINING AND
CONSULTANCY**

TERMS AND CONDITIONS



INCORPORATING HAYNES DUFFELL SOLICITORS

6 The Wharf
Bridge Street
Birmingham
West Midlands
B1 2JS
Tel +44 (0121) 633 3233
Fax +44 0121 632 5292

www.younglee.co.uk

1. **INTERPRETATION**

1.1 In these Conditions:

- "Client"** means the person who accepts a quotation from the Service Provider for the sale of the Services or whose order for the Services is accepted by the Service Provider
- "Coaching Sessions"** means individual one to one therapy and coaching provided by the Service Provider to the Client
- "Conditions"** means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) include any special terms and conditions agreed separately in writing between the Client and the Service Provider
- "Consultation Fee"** means the fee charged by the Service Provider to the Client for an initial consultation.
- "In-house Courses"** means a course provided at the Client's premises by the Service Provider
- "Materials"** means the materials used by the Service Provider in the provision of the Services, to include (without limitation) CDs, DVDs, Ebooks and MP3 downloads
- "Services"** means the Services (including any instalment of the Services or any parts for them) which the Service Provider is to supply in accordance with these Conditions or as set out in the Service Providers acceptance and/or confirmation of the Client's order set out by the Service Provider and for the avoidance of doubt shall include the provision of Coaching Sessions and Training Courses
- "Service Provider"** means **MATT CAULFIELD TRAINING AND CONSULTANCY** of 34 Cyfarthfa Mews, Swansea Road, Merthyr Tydfil, CF48 1HZ
- "Training Course"** means the provision of training courses by the Service Provider which are open to the general public to book onto by Clients
- "Writing"** includes electrical mail, facsimile transmission and any comparable means of communication

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect the interpretation.

2. **BASIS OF THE PROVISION OF SERVICES**

2.1 The Service Provider shall offer and the Client shall purchase the Services pursuant to these Conditions which shall govern the provision of the Services to the exclusion of any other terms and conditions contained or referred to in any documentation submitted by the Client, or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing.

2.2 No variation to these Conditions shall be binding, unless advised in writing from the Service Provider to the Client.

2.3 The Service Provider's employees or agents are not authorised to make any representations concerning the Services, unless confirmed by the Service Provider in writing. In subscribing for the Services, the Client acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

2.4 Any typographical clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information, (electronic or otherwise) issued by the Service Provider shall be subject to correction without any liability on the part of the Service Provider.

3. **ORDERS AND SPECIFICATIONS**

3.1 No order submitted by the Client shall be deemed to be accepted by the Service Provider unless and until confirmed in writing by the Service Provider or its authorised representative.

3.2 The Client shall be responsible to the Service Provider for ensuring the accuracy of the terms of any order (including any applicable specifications or requirements needed) and for giving the Service Provider any necessary information relating to the Services within a sufficient time to enable the Service Provider to comply with these Conditions and provide the appropriate quality Services.

3.3 The Service Provider reserves the right to make any changes in the specification of the Services which are required to conform with any applicable statutory or EU requirements or any other changes which do not materially affect the quality or performance of the Services.

3.4 No order which has been accepted by the Service Provider may be cancelled by the Client except with the agreement in writing of the Service Provider and on terms that the Client shall indemnify the Service Provider in full against all

loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Service Provider as a result of cancellation.

- 3.5 All intellectual property rights and, without prejudice to the generality of the foregoing to include copyright, trade marks and know-how, whether registered or not, in the Services and/or the Materials remain the absolute property of the Service Provider and the Client hereby assigns to the Service Provider any said intellectual property rights in the Services and/or the Materials.

4. PRICE OF THE SERVICES AND MATERIALS

- 4.1 The price of the Services and Materials shall be the Service Provider's quoted price provided it is still current. All prices quoted are valid for 30 days only or until earlier acceptance by the Client after which time they may be altered by the Service Provider without giving notice to the Client.
- 4.2 The price is exclusive of any applicable value added tax which the Client shall be additionally liable to pay to the Service Provider.
- 4.3 The Service Provider reserves the right to invoice and also require payment of the price and quote for orders in Pounds Sterling, Euros or such other currency as it may, from time to time, decide.

5. TERMS OF PAYMENT

- 5.1 Subject to any special terms agreed in writing between the Client and the Service Provider the terms of payment shall be as follows:-
- 5.1.1 In respect of the Coaching Sessions, the Client shall arrange a consultation with the Service Provider for which the Client shall be charged the Consultation Fee. If the Client goes on to book subsequent Coaching Sessions with the Service Provider, the Consultation Fee shall be refunded against the cost of the first Coaching Session with the Service Provider. All additional Coaching Sessions required by the Client shall be paid for by the Client to the Service Provider one week in advance of the Coaching Session taking place. Failure by the Client to pay in full and in advance shall result in the Service Provider cancelling the booked Coaching Session and retaining any deposit paid by the Client.
- 5.1.2 In respect of the Training Courses, the Client shall book the course utilising either the Service Provider's booking form or the electronic booking system on the Service Provider's web site. All Training Courses must be paid for by the Client in full at least 21 days in advance of the Training Course taking place. Failure to make such advance payment by the Client shall result in the Service Provider being able to cancel the Client's place(s) on the Training Course and retain any monies paid by the Client towards the cost of their attendance on the Training Course.

- 5.1.3 In respect of the In-house Courses, the Service Provider agrees to provide a free initial consultation to the Client and the Consultation Fee shall not be payable in this instance. The Service Provider shall then agree a fee in advance with the Client to provide the Services at an hourly or daily rate with reasonable travel expenses charged in addition thereto. The agreed fee must be paid by the Client to the Service Provider 21 days in advance of the In-house Course taking place or as otherwise agreed by the Service Provider. Failure to pay for the In-house Course prior to the date of the provision of Services shall result in the In-house Course being cancelled and the Service Provider shall reserve the right as to whether they engage in business with such Client in the future. Any deposit paid by the Client to the Service Provider shall be retained in full by the Service Provider and shall not be refunded in whole or in part to the Client.
- 5.1.4 In respect of the Materials, the Client shall be expected to order the Materials from the Service Provider's website by utilising the booking form provided and make immediate payment by way of a credit or debit card to effect the order of the Materials.
- 5.2 If the Client fails to make any payment on the due date for the Services as set out in clauses 5.1.1 to 5.1.3 then without prejudice to any other right or remedy available to the Service Provider, the Service Provider shall be entitled in addition to:
- 5.2.1 cancel or suspend the provision of the Services to the Client;
- 5.2.2 appropriate any payment made by the Client for such of the Services as the Service Provider may think fit and retain any deposit paid (notwithstanding any purported appropriation by the Client); and
- 5.2.3 charge the Client interest (both before and after any judgment) on the amount unpaid at the rate of 3% per cent per annum above National Westminster Bank Plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purposes of calculating interest).

6. **MATERIALS**

- 6.1 Any Materials ordered by a client off the Service Provider's website pursuant to clause 5.1.4 above shall be despatched by the Service Provider to the Client within two to five working days from the date of order provided always that the Service Provider has such Materials in stock. If the Materials are out of stock, then the Service Provider shall have four to six weeks from the date of order to despatch such Materials to the Client.
- 6.2 If the Service Provider is unable to comply with the timeframes set out in clause 6.1 above then the Service Provider shall provide a replacement item to

the Client of a similar nature and quality if possible or if this is not possible will return the monies to the Client in full.

- 6.3 The Client shall be responsible to check that the Materials are compatible with their own electrical reading equipment and the Service Provider shall have no liability in respect of the same.
- 6.4 Any exchanges requested by the Client shall be at the sole discretion of the Service Provider and shall only be provided in the event that the Client can prove that the Materials are faulty.
- 6.5 In the event that the Materials are faulty and this is notified by the Client to the Service Provider immediately upon noticing the same, the Service Provider shall provide a replacement item to the Client to the extent that such item is available. If no such replacement item is available, the Service Provider shall provide a full refund to the Client.
- 6.6 All Materials ordered shall only be despatched to destinations within the UK and Europe only and shall attract an appropriate postal charge to reflect the location.

7. FAILURE TO PROVIDE THE SERVICES

- 7.1 The Service Provider has the right at any time to assign or sub-contract all or any of its obligations for the provision of the Services to any other associated or connected company or subsidiary or holding company as it may from time to time decide without giving notice of the same to the Client.
- 7.2 Where the Services are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Service Provider to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Client in respect of any one or more instalments shall not entitle the Client to treat these Conditions as a whole as repudiated.
- 7.3 If the Service Provider fails to provide the Services for any reason other than any cause beyond the Service Provider's reasonable control or the Client's fault, and the Service Provider is accordingly liable to the Client, the Service Provider's liability shall be limited to the excess (if any) of the cost to the Client (in the cheapest available market) of similar Services to replace those not delivered over the price of the Services

8. WARRANTIES AND LIABILITY

- 8.1 Subject to the conditions set out below, the Service Provider warrants that the Services will correspond with their specification at the time of their provision.
- 8.2 Any claim by the Client which is based on any debate in the quality of the Services or their failure to correspond with specification shall (whether or not the services are refused by the Client) be notified to the Service Provider within five days from the date of their provision. If the Client does not notify

the Service Provider accordingly, the Client shall not be entitled to reject the Services and the Service Provider shall have no liability to the Client and the Client shall be bound to pay the price as if the Services had been delivered in accordance with these Conditions.

8.3 The following provisions set out the Service Providers entire liability (including liability for acts and omissions of its employees' agents and sub-contractors) to the Client in respect of:

8.3.1 any breach of its contractual obligations arising under these Conditions;
and

8.3.2 any representation, statement or tortuous act or omission including negligence arising under or in connection with these Conditions.

8.4 Any act or omission on the part of the Service Provider or its employees' agents or sub-contractors falling within clause 8.3.1 above shall for the purposes of this clause 8.4 be known as an "Event of Default".

8.5 The Service Provider shall accept liability to the Client for death or injury resulting from its own or that of its employees' agents or sub-contractors negligence.

8.6 The Service Provider's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the price of the Services.

8.7 Subject to clause 8.5, above the Service Provider shall not be liable to the Client in respect of any Event of Default for loss of profit, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss were reasonably foreseeable or the Service Provider had been advised of the possibility of the Client incurring the same.

8.8 Nothing in this clause 8 shall confer any right or remedy upon the Service Provider to which it would not otherwise have been legally entitled.

8.9 The Service Provider may from time to time by written agreement agree to extend its liability within this clause 8 to a higher limit of liability, provided insurance can be obtained by the Service Provider for such higher limit prior to such agreement in writing and provided that the Client reimburses the Service Provider for the cost of the additional insurance prior to such agreement in writing.

9. **CONSENT TO TAPE**

9.1 The Client authorises the Service Provider to photograph, film or make a recording of any speech, presentation, or activities during the Training Course and grant full permission to the Service Provider to prepare, use, reproduce, publish, distribute and exhibit the films, photographs or recordings in partial or in full in connection with marketing, promotion, education, publication, and

any other professional purpose deemed necessary and related to the activities of the Service Provider.

- 9.2 The Client waives all right of privacy or compensation which the Client may have in connection with the use of these films or recordings in partial or full in connection with said purposes in which the same or any material may be put, applied or adapted by the Service Provider.
- 9.3 This consent and waiver will not be made the basis of a future claim of any kind against the Service Provider and any of its programmes.

10. **FORCE MAJEURE**

- 10.1 The Service Provider shall not be liable to the Client or be deemed to be in breach of the provision of the Services by reason of any delay in performing or any failure to perform any of the Service Provider's obligations in relation to the Services if the delay or failure was due to any cause beyond the Service Provider's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Service Provider's reasonable control:

10.1.1 act of God, explosion, flood, tempest, fire or accident;

10.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

10.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

10.1.4 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Service Provider or of a third party);

- 10.2 If upon the happening of any one of the events set out in clause 9.1, then the Service Provider may, at its option suspend provision of the Services while such event or circumstances continues; and/or terminate any contract so affected with immediate effect by written notice to the Client and the Service Provider shall not be liable for any loss or damage suffered by the Client as a result thereof.

11. **GENERAL**

- 11.1 Any act required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 11.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

11.3 The Contract shall be governed by the laws of England and the Client agrees to submit to the non-exclusive jurisdiction of the English Courts.