

Running with Scissors

TERMS AND CONDITIONS

1. Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings:

“You/Your” means the person who purchases and/or receives the Service(s) from Us;

“Us/We/Our” means Running with Scissors;

“Agreement” means the Agreement between Us and You which shall be deemed to incorporate these Terms and the terms on any individual Order;

“Services” means the training, consultancy and workshop services to be delivered by Us to You;

“Order” means the booking confirmation and Terms provided by Us and executed by You describing the Services requested by You and accepted by Us.

“Training Event” means any workshop, course, training programme or event detailed on Your Order

2. The Agreement

The Agreement shall be on these Terms, incorporating the terms on any Order, to the exclusion of all other terms and conditions. If any conflict arises between these Terms and the terms of the Order the terms of the Order shall prevail.

The Agreement will commence when You submit Your Order and shall terminate upon delivery of the Services or as otherwise detailed in accordance with these Terms.

3. The Service

We will provide training, consultancy and workshop services, which may include without limit; the provision of one to one advice sessions, workshops, training courses, project management, events management and/or consultancy, on dates and at locations as are more specifically defined and confirmed in Your Order.

We reserve the right to vary or cancel a Training Event where the occasion necessitates. In such circumstances Our liability to You shall be limited to refunding any fees already paid in respect of the Training Event. We accept no further liability if, for whatever reason, the Training Event does not take place.

4. Responsibilities

You are responsible for:

- Being on time to any planned meetings or Training Events.
- Making any payments due to Us in a timely manner.
- Bring any items indicated on Your Workshop Information Form
- Adhering to any special conditions, including as to safety and experience requirements, detailed on Your Workshop Information Form

We are responsible for:

- Delivering the Services with all reasonable skill and care, and in full compliance of relevant established professional standards.

5. Booking

Once You have made a booking for a Training Event We will reserve Your place for 5 days until we receive Your payment in full.

6. Price and Payment

The price for the Services will be set out in the Order and will be subject to any applicable UK taxation, including where relevant, VAT.

Payment is required in full when You submit Your Order.

Payment can be made by cheque, made payable to Running with Scissors or by BACS. Bank details for BACS payments are available on request

Once an Order has been accepted the cancellation terms contained below apply. Any queries relating to an invoice must be received within 7 days from the date on the invoice.

If You make Your payment by cheque and it is returned to us unpaid your booking will be treated as cancelled and the terms below will apply.

7. Cancellation.

Consultancy Services:

May be cancelled on receipt of 30 days notice.

Training Events:

May be cancelled as follows;

- If We are able to fill your place on the Training Event and you have given us more than 14 days notice of Your cancellation We will refund to You the monies you have paid for the Training Event, less a 15% charge for Our administration costs.
- If We are able to fill your place on the Training Event and you have given us between 7 and 13 days notice of Your cancellation We will refund to You the monies you have paid for the Training Event, less a 50% cancellation fee.
- If you have given us less than 7 days notice of Your cancellation You will not be entitled to any refund.

Any booking transfer will be treated as a new booking and is subject to the above terms.

All cancellation requests must be received and agreed in writing by Us.

The date on which the letter, fax or email is received by Us will be deemed as the date the request has been made.

8. Liability

Neither party shall be liable for any indirect or consequential losses or expenses, including but not limited to loss of or damage to anticipated profits, contracts, reputation, goodwill, labour costs or losses or expenses arising from 3rd party claims.

Notwithstanding the above and save in the case of death or personal injury cause caused by negligence for which the liability of the parties shall be unlimited, the parties liability under this Agreement shall be limited to the fees charged or £1000 whichever is the lesser.

For the avoidance of doubt We shall not be liable for any loss or damage incurred as a result of any act or omission of the Customer, including without limitation, in relation to any information, advice or recommendations supplied by Us as part of the Services, whether in writing, verbally or otherwise.

9. Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.

10. General

If any part of this Agreement is found to be void or un-enforceable by any Court of competent jurisdiction, such part shall be severed from this Agreement which will otherwise remain in full force and effect.

You may not vary this Agreement unless it is specifically agreed in writing and signed by Us.

We may vary this Agreement by notifying You in writing of the proposed variation, such variation will be deemed accepted if We do not receive a response from You within 15 days.

You may not assign this Agreement or any rights or obligations under it without Our prior written consent.

Unless otherwise agreed and subject to the application of the then current prices, these Terms of Business shall apply to any future instructions given by You to Us.

These terms and conditions shall be governed and construed in accordance with English law and the parties shall submit to the non-exclusive jurisdiction of the English courts.