

Terms and conditions – Ready-to-Run Training

1. General terms

1.1 By indicating that you 'agree to the terms and conditions' on the Plinth House Limited website as part of scheduling and placing an order for a Ready-to-Run Training session, you are confirming that you have read and that you accept all the terms and conditions set out below. By scheduling and placing an order, you warrant that you are legally capable of entering into binding contracts on behalf of your organisation (hereafter referred to as the "Client") and agree to be bound by these terms and conditions.

2. Delivery terms

- 2.1 The Ready-to-Run Training session will be delivered live and online to the Client's attendees using Microsoft Teams software. A link for the session will be sent to the Client to provide to their attendees.
- 2.2 It is the Client's responsibility to publicise the session to attendees, manage their own booking process for attendees to request and book a place, and ensure their attendance.
- 2.3 It is the Client's responsibility to ensure that attendees use a device and accessories that meet the system requirements for Microsoft Teams (including webcam/video camera, microphone and speakers/headphones) in order to join and participate fully in the session.
- 2.4 The content of the session is fixed and will not normally be tailored for individual clients.
- 2.5 Plinth House Limited sets a maximum number of attendees in each session, stated in the session description, to ensure that the session can be delivered appropriately.
- 2.6 Where attendance at the session is greater than the maximum stated for the type of session purchased, Plinth House Limited reserves the right to enforce the maximum number of attendees.
- 2.7 If attendance at the session is lower than the Client anticipated, no refund part or whole will be payable.
- 2.8 The responsibility for any technical support for attendees rests with the Client. If individual attendees experience connection or attendance issues due to their own technical set-up, no refund part or whole will be payable. The Client is advised to recommend that their attendees test their hardware and software prior to attending the session and troubleshoot any issues.

- 2.9 Where a technical issue occurs in Plinth House Limited's delivery of the session such as missing sound or video, a delay to the commencement of the session, or an unplanned end to the session that affects all attendees to the session and occurs for longer than 15 minutes during the session, a partial refund to the Client will be due for payment according to the proportion of the session that is affected. Where an issue in Plinth House Limited's delivery of the session results in the session being abandoned within the first hour of delivery, a postponement or rescheduling of the session will be offered to the Client. If a suitable alternative date cannot be agreed, a full refund will be due to the
- 2.10 The Client acknowledges that the slides and all associated resources, including any handouts, case studies, audio files or videos, used during the delivery of the sessions have been produced by Plinth House Limited and are for Plinth House Limited staff or associates to use and deliver. The Client acknowledges that all rights are reserved by Plinth House Limited in relation to all these resources and materials and that they may not, in whole or in part, be copied, used by trainers other than those from Plinth House Limited, or shared with any other organisations or third-party individuals, either on a charged or free-of-charge basis, without the prior explicit approval of Plinth House Ltd. To request permission for sharing, the Client should email info@plinthhouse.com.
- 2.11 We do not provide a recording of any Ready-to-Run Training session to a Client, whether for general circulation or for viewing by individuals who were unable to attend the live session. This is, in part, because we do not want attendees to feel inhibited when discussing challenging cases or situations from their experience, but also because these sessions are designed only for those who attend the live session and not to be used as a recorded resource for those unable to attend. (If any client is interested in discussing how we can support them with recorded training resources, they are welcome to contact us at info@plinthhouse.com). Plinth House Limited may record the sessions for its own internal uses for example, for internal training or quality assurance.
- 2.12 The Client acknowledges that the session as delivered has been produced and presented by Plinth House Limited. The Client acknowledges that all rights are reserved by Plinth House Limited in relation to the audio and video transmission (through Microsoft Teams or equivalent software) during the session and that they may not, in whole or in part, capture, copy and/or disseminate recordings of the session within their organisation or with any other organisations or third-party individuals, either on a charged or free-of-charge basis, without the prior explicit approval of Plinth House Ltd. To request permission for recorded sessions, the Client should email info@plinthhouse.com.

3. Payment terms

3.1 Plinth House Limited is VAT-registered (VAT registration number: GB 337763277) and therefore all prices stated are subject to the addition of VAT at the prevailing standard rate at the time of payment or invoicing.

- 3.2 Payments to Plinth House Limited can be made by:
 - credit/debit card payment (using the online payment facility) or,
 - invoice/bank transfer (an invoice will be provided which includes our bank account details).

A Client with specific payment requirements is welcome to contact Plinth House Limited (info@plinthhouse.com) to discuss these requirements and options.

- 3.3 On receipt of credit/debit card payment or the request of an invoice as part of the Client's scheduling and order for a Ready-to-Run Training session, Plinth House Limited will review the details of the order and contact the Client within 5 working days by email to agree and confirm the timing of the session's delivery. Once Plinth House Limited has agreed and confirmed the timing of the session's delivery, this will be the agreed 'Delivery Date'.
- 3.4 Where requested at the point of scheduling and ordering, an invoice will be issued to the Client within 5 working days of the session being scheduled and the order being placed. Invoices are due for payment within 30 days of invoice date or prior to the agreed Delivery Date of the training, whichever is sooner. If the Client has any specific requirements in relation to invoicing, Plinth House Limited will discuss these with the Client.
- 3.5 Invoices unpaid after 60 days of the invoice date will be subject to:
 - an additional compensation charge of £40 per invoice (for invoice amounts of up to £999.99), £70 per invoice (for invoice amounts of £1,000 - £9,999.99), and £100 per invoice (for invoice amounts of over £10,000), and,
 - charges for interest and reasonable costs at the maximum rates permitted by the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.6 Additional expenses are not normally incurred with Ready-to-Run Training sessions; however, if circumstances do arise in which Plinth House Limited incurs expenses in relation to the delivery of a Ready-to-Run Training session, these will be charged to the Client by invoice.

4. Cancellation, postponement and rescheduling terms

4.1 **Prior** to the Delivery Date being agreed and confirmed by Plinth House Limited, cancellation for any reason by the Client or its representative will result in no charge to the Client and a full refund will be processed within 7 working days of the cancellation request being received by Plinth House Limited in writing.

- 4.2 **After** the Delivery Date has been agreed and confirmed by Plinth House Limited, cancellation for any reason by the Client or its representative will result in charges as per the scale shown below:
 - More than 21 working days prior to Delivery Date: £150 admin fee,
 - Within 14-21 working days prior to Delivery Date: 25% of session cost plus £150 admin fee,
 - Within 7-13 working days prior to date of engagement: 50% of session cost plus £150 admin fee,
 - Within 0-6 working days prior to date of engagement: 100% of session cost.

In addition, any non-refundable expenses will also be charged. The remaining balance of the payment by the client after charges and fees will be refunded. This refund will be processed within 7 working days of the cancellation request being received by Plinth House Limited in writing.

- 4.3 Postponement or rescheduling of the Delivery Date can be requested for any reason by the Client or its representative after the Delivery Date has been agreed and confirmed by Plinth House Limited. Plinth House Limited will review the request and contact the Client or their representative within 3 working days to provide alternative date(s) and time(s) for the rescheduled delivery of the session. Once the Client has scheduled a new date and time for the delivery of the session with Plinth House Limited, and Plinth House Limited has agreed and confirmed this date and time, this will be the new agreed Delivery Date and will be confirmed by email. Postponement or rescheduling on request of the Client or its representative will result in charges as per the scale shown below, for which an invoice will be issued:
 - More than 14 working days prior to the Delivery Date: £150 admin fee,
 - Within 7-13 working days prior to the Delivery Date: 25% of the session cost plus £150 admin fee.
- 4.4 Any request for postponement or rescheduling by the Client or their representative can only occur a minimum of 7 working days before the Delivery Date, otherwise the session will be deemed to have been cancelled, and the terms and conditions relating to cancellation will be deemed to apply.
- 4.5 If a postponement or rescheduling is requested by the Client or their representative, but a new rescheduled date cannot be agreed despite reasonable efforts on the part of Plinth House Limited to offer alternative dates, the session will be deemed to have been cancelled, and the terms and conditions relating to cancellation will be deemed to apply.
- 4.6 Any preferred or suggested dates for the postponement or rescheduling requested by the Client must be within 6 months of the original order, otherwise the session will be deemed to have been cancelled, and the terms and conditions relating to cancellation will be deemed to apply.

4.7 Plinth House Limited reserves the right to postpone, reschedule or cancel an agreed Delivery Date. Where a session is postponed or rescheduled by Plinth House Limited, no charge will be placed on the Client. If, despite reasonable efforts on the part of Plinth House Limited to offer alternative dates, a new Delivery Date cannot be agreed with the Client, a full refund will be provided to the purchaser. Where a session is cancelled by Plinth House Limited, a full refund will be provided to the purchaser.

5 Insurance

- 5.1 The total liability of Plinth House Limited for any other loss of the Client arising pursuant to this agreement shall not exceed the charges payable by the Client in respect of the services provided hereunder. Plinth House Limited shall not be liable to the Client in respect of any indirect, special or consequential loss to the Client arising out of or in connection with the provision of any services or goods pursuant to this agreement, except in respect of death or personal injury resulting from negligence.
- 5.2 Plinth House Limited has professional indemnity insurance cover (limit of indemnity: £1m) and public liability insurance cover (limit of indemnity: £5m) and our freelance associates also have their own insurance cover, where appropriate. More information about insurance cover is available on request.