



Nine Dots Development
The Leadership & Management Training Specialists

Terms and Conditions

Address

Nine Dots Development
106-108 The Greenhouse, Ashbourne Road, Derby, DE22 3AG
+44 (0) 1332 527 905
www.ninedotsdevelopment.co.uk

Service

Nine Dots Development Limited will deliver the agreed EVENT. "The Event" on the DATE to You "The Customer" – CUSTOMER.

Materials and IP

Nine Dots Development Limited will provide all the training content. As between Nine Dots Development Limited and The Customer, all intellectual property rights including copyright, trademark and database rights and all other rights in the course content and relating to The Event material shall be owned by Nine Dots Development Limited.

Materials must not be electronically nor physically reproduced.

E&OE

All *errors* of text and or calculation and *omission* whether made in proposals or correspondence or orally, are *excepted*.

Venue

The Customer accepts the obligation to provide a suitable training venue.

Fees and Expenses

The fee for The Event is inclusive/exclusive of expenses and materials. It is payable by BACS within 14 days from the date of the invoice:



Cancellation and Postponement

Should the customer cancel or postpone any of the events within 14 days of them due to commence, the following fees will be payable:

1-5 days	100%
5-10 days	50%
10-14 days	25%

Adverse Weather Conditions

Nine Dots Development Limited accepts no liability for any loss of any kind which may be suffered by The Customer where adverse weather conditions disrupt the use of roads, airports and rail systems. The event will be rearranged at a time suitable for both parties.

Force Majeure

Neither Party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control. "Force Majeure Events" shall include:

- (i) explosions, fires, floods, earthquakes, catastrophic weather conditions, pandemic or other elements of nature or acts of God;
- (ii) acts of War, (declared or undeclared), acts of terrorism, insurrection, riots, civil disruptions, rebellion or sabotage (including electronic sabotage attacks);
- (iii) acts of local or foreign governmental authorities or courts; and
- (iv) labour disputes, lockouts, strikes or other industrial action whether direct or indirect, lawful or unlawful.

If either party is prevented from or delayed in performing any of its obligations under this Agreement by a Force Majeure Event it shall promptly notify the other Party of the occurrence of a Force Majeure Event and describe it, in reasonable detail, the circumstances constituting the Force Majeure Event and of the obligations, the performance of which are thereby delayed or prevented.



Limitations of Liability

All warranties, conditions and other terms implied by statute or common law, to the fullest extent permitted by law, excluded from this agreement.

Nothing in this agreement limits or excludes the liability of [Nine Dots Development Limited](#):

- ⊕ For death or personal injury resulting from negligence; or
- ⊕ For any damage or liability incurred by The Customer as a result of fraud or fraudulent misinterpretation by [Nine Dots Development Limited](#)
- ⊕ For any liability incurred by The Customer as a result of any breach by XXXX Limited of the condition as to the title or warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982

[Nine Dots Development Limited](#)'s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the relevant event or services

Entire Agreement

This agreement is the entire agreement between the parties.

The terms of this agreement may not be changed unless agreed in writing by the authorised representatives of both parties.

Law

The agreement between the parties will be governed by and interpreted according to the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

For and behalf of [Nine Dots Development Limited](#)

Signed

Date

For and behalf of The Customer

Signed

Date

