

TERMS & CONDITIONS OF TRADE

Review Date: 31st March 2022

1. Scope

- 1.1 Brass Tacks Development Ltd having its registered address at Kemp House, 160 City Road, London, EC1V 2NX, hereinafter referred to as "the Service Provider", "Brass Tacks Development" or "Brass Tacks", are a provider of professional training and consultancy services.
- 1.2 By placing an order with Brass Tacks, the Customer accepts that the Terms & Conditions, hereinafter referred to as "T&Cs" or "Terms", detailed in this document supersede any other purported T&Cs, such as may for example be set out on Purchase Orders or similar documentation issued by Customers or other organisations

2. Definitions

- 2.1 **Customer:** The organisation, individual or legal entity purchasing services from Brass Tacks.
- 2.2 **Participant:** Any individual participating in the Brass Tacks service purchased by the Customer.
- 2.3 **Service Agreement:** A contract between Brass Tacks and the Customer, supplementary to but not superseding these Terms and Conditions, detailing the exact Services to be provided.
- 2.4 **Services:** The training or consultancy services provided by Brass Tacks.
- 2.5 **Order:** Any Customer order for the Services, as specified in Clause 3.1.
- 2.6 **Agreed Delivery Dates:** The dates that the Customer and Brass Tacks agree for delivery of the Services.
- 2.7 **Fee:** The total fee due to Brass Tacks, for the provision of the agreed Services for the entire programme of events over the period of the Agreed Delivery Dates.
- 2.8 **Expenses:** Any expenses incurred by Brass Tacks in the provision of the Services, defined in Clause 11.
- 2.9 **Workshop-Based Services:** services such as training sessions provided by Brass Tacks facilitators to a group of Customer attendees, either face-to-face or virtually.
- 2.10 **Coaching-Based Services:** coaching services provided by Brass Tacks on a 1-to-1 basis, often involving use of a psychometric test
- 2.11 **Remote Services:** any Brass Tacks service provided to the Customer remotely using Zoom, Microsoft Teams or other conferencing solutions.

3. Basis of Purchase

- 3.1 Brass Tacks shall consider a firm Order for Services to have been made by the Customer if any one of the following scenarios apply:
 - 3.1.1 The Client signs a Service Agreement detailing the Services to be provided and applicable Terms.
 - 3.1.2 The Client provides written confirmation, for example by email, that they wish to proceed with the Services.
 - 3.1.3 The Client issues a Purchase Order to Brass Tacks.

4. Confidentiality

- 4.1 Brass Tacks and the Customer shall keep all trade secrets and any other confidential information that they have received about each other in the course of the Services. Such confidential information shall not be disclosed to any third person and shall not be used or otherwise made public without prior written consent of the other party. Brass Tacks will ensure that its employees, agents and other contracting partners abide by this confidentiality.
- 4.2 For the avoidance of doubt, all Brass Tacks training course content whatsoever shall be considered confidential information and therefore subject to the provisions within this Clause 4. Unauthorised recording, copying or distribution of Brass Tacks training materials or other intellectual property outside the scope of purchased Services is strictly prohibited.
- 4.3 The confidentiality undertaken in this Clause 4 shall survive the termination of this Agreement without any time limit.
- 4.4 The confidentiality shall not be applicable to any disclosure obligation imposed by any law, court or authority. The party required to disclose data shall notify the other party in detail and consult the other party before disclosure.

5. Workshop-Based Services

- 5.1 The cancellation terms set out in Clause 9 apply to all Workshop-Based Services
- 5.2 For certain Services, including but not limited to *Negotiation Essentials*, *One Day Negotiation* and *Advanced Negotiation Skills*, Brass Tacks will require that the Customer fulfil the following requirements:
 - 5.2.1 Participants' contact details (name, email, job title) provided to Brass Tacks project lead at least 2 weeks in advance of the main workshop date.
 - 5.2.2 Participants make reasonable efforts to attend and engage with any 1:1 sessions scheduled in advance of the main workshop.
- 5.3 Brass Tacks are not liable for implementation challenges or service issues arising from the Customer or workshop participants failing to undertake the activities in Clause 5.2, or otherwise failing to engage and communicate with the Brass Tacks project lead in a timely manner.
- 5.4 Coordinating the attendance of workshop participants is the sole responsibility of the Customer. The cancellation terms set out in Clause 8 will apply to all workshops provided by Brass Tacks in any circumstances.

6. Coaching-Based Services

- 6.1 The cancellation terms set out in Clause 9 shall apply to all Coaching-Based Services.
- 6.2 Where the Customer has commissioned coaching sessions for a cohort of participants, Brass Tacks will invoice the final balance at the point where every participant has been offered a coaching appointment. This means that final invoicing may occur prior to completion of coaching sessions rearranged by participants in line with the Cancellation Terms in Clause 9.
- 6.3 Where coaching program participants elect to end their sessions ahead of the allotted time, Brass Tacks are not able to reschedule the remainder of the session or offer the Customer any reimbursement for unused coaching time.

7. Remote Services

- 7.1 The cancellation terms set out in Clauses 8 and 9 apply to all Remote Services, for Workshop-Based and Coaching-Based Remote Services respectively.
- 7.2 For certain Services provided remotely via Teams or Zoom, including but not limited to *Negotiation Essentials*, *One Day Negotiation* and *Advanced Negotiation Skills*, Brass Tacks will require that the Customer fulfil the following requirements:

- 7.2.1 Customer to provide attendee contact details (name, email, job title) provided to Brass Tacks project lead at least 4 weeks before the main workshop date.
 - 7.2.2 Attendees make reasonable efforts to attend and engage with 1:1 sessions scheduled in advance of the main workshop.
 - 7.2.3 Participants to ensure that they are able to run conferencing software (e.g. Zoom, MS Teams) required for participation in the workshop.
 - 7.2.4 Participants to ensure that they attend virtual workshops in locations offering appropriate broadband bandwidth and an external environment conducive to actively engaging with the workshop. Use of VPN services should be avoided due to the negative impact on broadband speeds arising from these connections.
 - 7.2.5 Participants to ensure that they have printed or otherwise have access to any course materials provided by Brass Tacks in advance of the workshop.
- 7.3 Brass Tacks are not liable for delivery challenges or service issues arising from the Customer or workshop participants failing to undertake the activities in Clause 7.2, or otherwise failing to engage or communicate with the Brass Tacks project lead in a timely manner.

8. Cancellations to Workshops

- 8.1 Any Client intention to change the Workshop date or cancel the Workshop should be made in writing via email to the Service Provider.
- 8.2 Changes or cancellations made by the Client 90 calendar days or more in advance of the Agreed Delivery Date will not incur any further charge beyond retention by Service Provider of the non-refundable deposit, per Clause 10.1.
- 8.3 Changes or Cancellations made by the Client 31-89 calendar days in advance of the Agreed Delivery Date will incur a charge of 50% of the Fees set out in Clause 7.3, plus retention of the non-refundable deposit per Clause 10.1.
- 8.4 Changes or Cancellations made by the Client 30 or fewer calendar days in advance of the Agreed Delivery Date will incur a charge of 100% of the Fees set out in Clause 7.3, plus retention of the non-refundable deposit per Clause 10.1.
- 8.5 If Brass Tacks are unavailable to deliver the Workshop on the Agreed Delivery Date due to unforeseen circumstances, such as severe illness, Brass Tacks must either provide an alternative Consultant or propose an alternate Agreed Delivery Date, whichever is the Customer preference. If neither an alternate date or Consultant acceptable to the Customer are available, Brass Tacks will refund all monies paid by the Customer within 14 calendar days.

9. Cancellations to Coaching Sessions

- 9.1 For Customers cancelling a full coaching program, the Cancellation Terms set out in Clause 8 shall apply, with the Agreed Delivery Date defined as the date of the first scheduled participant interaction.
- 9.2 Brass Tacks will provide first-time coaching session participants with a proposed session time, via an Outlook invite, that participants may either:
 - 9.2.1 Accept, creating a Booked Appointment
 - 9.2.2 Decline and book an alternate time via Calendly, creating a Booked Appointment
- 9.3 Booked Appointments cancelled with less than 72 hours notice will be charged in full, with rescheduling at the discretion of Brass Tacks.
- 9.4 Brass Tacks reserve the right to charge a £150.00 administration fee for rescheduling Booked Appointments cancelled with less than 72 hours notice, in addition to the agreed Fees.
- 9.5 Brass Tacks will make reasonable efforts to accommodate changes to Booked Appointments requested with over 72 hours notice.

- 9.6 If the coaching session requires a psychometric assessment to be completed 24 hours before the Booked Appointment by participants, completion of this step is the responsibility of the Customer organisation and course participants. Booked Appointments where participants fail to complete this step will be classed as short-notice cancellations, per Clauses 9.3 and 9.4.
- 9.7 In the event of a participant neither accepting or declining a first-time coaching invitation, per Clause 9.1, for a period of over 3 weeks, the appointment time offered will be classed as a Booked Appointment.

10. Payment Terms

- 10.1 Brass Tacks invoice a non-refundable deposit of 50% of the full Fee plus VAT upon Customer placing the Order, per Clause 3.1. Deposit invoices shall be settled in full by the Customer within 30 days of issue or, if the order is issued less than 30 calendar days before the Agreed Delivery Date, payment is due the day before the Agreed Delivery Date.
- 10.2 The Customer shall settle invoices issued by Brass Tacks via BACS payment to these account details:

Brass Tacks Development Ltd
Sort Code: 20-82-13
Account Number: 30574562
- 10.3 Brass Tacks will invoice the Customer for the outstanding Fee plus VAT and Trainer Expenses, per Clause 11, immediately upon delivery of the Service. Payment is due on all invoices within 30 calendar days of issue.
- 10.4 Payments to Brass Tacks shall be considered complete upon receipt of payment via BACS into the account referenced in Clause 10.2. For the avoidance of doubt, the confirmed scheduling of a payment in the next Customer payment run or the completion of other administrative steps by the Customer or their bank does not constitute completion of payment.
- 10.5 In the event of late payment, Brass Tacks reserve the right to charge the Customer a Late Payment Administration Charge of £50.00 (ex VAT) per full Calendar Day past the Due Date that payment is not received.
- 10.6 In the event of payment being delayed 60 calendar days beyond the Due Date, Brass Tacks reserve the right to refer the Customer to an authorised Third-Party Debt Collection Service. In these circumstances, the Customer shall be liable for the Fees and all incurred Late Payment Administration Charges per Clause 10.5 in addition to any further charges such as may be lawfully levied by the Third-Party Debt Collection Service.

11. Trainer Expenses

- 11.1 For face-to-face services within the UK, the following expenses will be invoiced by each Brass Tacks trainer delivering the booked services:
 - 11.1.1 Travel costs, billed at £0.45 per mile for return journey from trainer home postcode.
 - 11.1.2 Overnight subsistence, billed at £40.00 per night.
 - 11.1.3 Hotel allowance, billed at £200/night (outside London) or £250/night (inside London).
- 11.2 For face-to-face bookings outside the UK, Brass Tacks will book travel and accommodation consistent with the Customer's internal policies on travel and expenses, invoicing for these expenses upon Service completion.