



*Helping women regain ownership of their lives*

## **TRAINING TERMS AND CONDITIONS**

### **1. DEFINITIONS**

1.1 "Agreement" means these terms and conditions and any training proposal and agreement between The Women's Liberation Collective (Charity No. 1184411), for provision of the Own My Life course and the Client.

1.2 "Booking Confirmation" means the booking confirmation issued to the Client for the Own My Life course training.

1.3 "Charges" means the charges for the Training Services set out in the Booking Confirmation, Quotation or Training Agreement.

1.4 "the Client" means the organisation or service provider identified in the Booking Confirmation, Quotation or Training Agreement.

1.5 "Clause" means a clause in these terms and conditions.

1.6 "the Date(s) for the Training Services" means the date(s) upon which the Training Services are to take place as set out in the Booking Confirmation, Quotation or Training Agreement.

1.7 "Participants" means the number of the Client's staff who are to receive the Training Services as set out in the Booking Confirmation, Quotation or Training Agreement.

1.8 "Expenses" means expenses incurred in respect of travel and accommodation wholly and necessarily for the purposes of the Agreement as may be identified in a Proposal or Training Agreement.

1.9 "Personal Data" means the data which relates to an individual who can be identified from that data or from that data and other information and which is provided to The Women's Liberation Collective, for provision of the Own My Life course, by the Client.

1.10 "Quotation" means a quotation for Training Services.

1.11 "The Trainer" means the person(s) delivering the Training Services.

1.12 "The Training Location" means the place at which the Training Services are to be provided by The Women's Liberation Collective for the provision of the Own My Life course training as set out in the Booking Confirmation or Quotation.

1.13 "Training Services" or "Services" means the training, consultancy or advisory services set out in the Booking Confirmation, Quotation or Training Agreement.

## **2. TRAINING SERVICES AND LOCATION**

2.1 The Women's Liberation Collective (Charity No. 1184411) shall provide the Training Services on the Date(s) for the Training Services and in accordance with these terms and conditions.

2.2 At any time before the Training Services are due to commence, The Women's Liberation Collective (Charity No. 1184411) may, by notice, alter the Training Location.

## **3. TRANSFERS, CANCELLATION AND POSTPONEMENT**

3.1 If a Participant identified in a Booking Confirmation, Quotation or Training Agreement wishes to cancel or transfer to another course, for any reason, The Women's Liberation Collective reserves the right to recover fees if notification of cancellation is less than 14 days from the commencement date of the Training services. A suitable substitute Participant may be provided at no extra cost.

3.2 If Training Services arranged exclusively for the Client are cancelled or postponed at the request of the Client, The Women's Liberation Collective reserves the right to recover fees if notification of cancellation is less than 14 days from the commencement date of the Training services.

3.3 Where Training Services arranged exclusively for the Client are cancelled or postponed at the request of the Client more than 14 days from the commencement date of the Training Services, The Women's Liberation Collective reserves the right to retain a non-refundable and non-transferable deposit of 30% of the total value of the Training Services.

3.4 Notification of any cancellation or transfer must be made in writing to The Women's Liberation Collective.

## **4. PARTICIPANTS**

4.1 Participants shall act reasonably throughout the training. The Women's Liberation Collective may remove a Participant from a course, where, in the opinion of the Trainer, which shall be final, the Participant is behaving unreasonably. In such circumstances, no refund will be made.

## **5. CHARGES AND PAYMENT**

5.1 The Charges for Training Services shall be due 14 days before training is due to commence, or if the training is booked within 14 days of the course start date, payment should be made as soon as is practicably possible. An invoice will be provided to the Client within this timeframe if required.

5.2 The Client shall pay the Charges without deduction or set-off unless this is specifically advertised, or confirmed to the Client directly, as a 'special' or 'early bird' offer by The Women's Liberation Collective.

5.3 In the event the Client fails to make payment in accordance with this Agreement, The Women's Liberation Collective may:

5.3.1 Charge interest at the statutory interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 and amendments thereto per month or part thereof on the unpaid sum for that period the sum remained properly due before and after any court judgment; and/or

5.3.2 By notice in writing suspend supply of the Training Services.

5.3.3 Pursue the debt via agency or Court processes. In the event that this is necessary to recover outstanding monies, The Women's Liberation Collective will add a surcharge of 15% to the debt to cover costs incurred if a customer's continued failure to pay results in referral to our Debt Recovery Agency.

## **6. LIABILITY AND ITS EXCLUSION AND LIMITATION**

6.1 Clause 6 sets out the entire liability of and exclusion thereof by The Women's Liberation Collective under and/or in connection with this Agreement and in respect of breach of this Agreement or statutory duty, representations, statements or tortious act or omission including negligence.

6.2 In no event shall The Women's Liberation Collective be liable for (whether direct or indirect) any loss of contracts, profits, anticipated savings, revenue, goodwill, business, loss or corruption of data or software programs, financing expenses, interruption in the use or availability of data, stoppage to other work or consequential losses, nor for any indirect losses.

6.3 Nothing in this Agreement shall operate to limit or exclude any liability of The Women's Liberation Collective which may not be excluded and or limited by law.

6.4 Clause 6 shall apply before and after any termination of this Agreement.

## **7. INSURANCE**

The Women's Liberation Collective and the Client, where relevant in relation to delivery venue and management, shall carry public liability insurance for a minimum amount of one million pounds for each and every claim and shall provide evidence of this cover upon reasonable request.

## **8. ADVERTISING**

8.1 The Women's Liberation Collective may make reference to a Client's contract within any proposal to further Clients, provided only fundamental facts are divulged and not proprietary and confidential information.

8.2 The Women's Liberation Collective may store the names of the Participants or Clients for the purpose of advising them of the availability of further courses in the future meeting requirements under UK General Data Protection Regulation (UK GDPR), and the Data Protection Act 2018.

## **9. CONFIDENTIALITY**

9.1 The parties shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to the other party and shall not, during the period of this Agreement, or at any time after its termination, divulge any such information to any person not authorised by the divulging party to receive it and shall not utilise any secret or confidential knowledge or information acquired in connection with this Agreement to the detriment or prejudice of the other party or use the same for any purposes save for the purposes of this Agreement.

## **10. DATA PROTECTION**

10.1 The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow The Women's Liberation Collective at all times to perform the Training Services without infringing any third party rights. The Women's Liberation Collective shall not be liable to perform the Training Services to the extent it is unable to due to a breach of this Clause. This should include permissions to share relevant information between employer and employees.

10.2 The Women's Liberation Collective warrants to the Client that it will only use the Personal Data for the purpose of carrying out its obligations here under and that it will ensure that all reasonable and appropriate security measures are in place to protect the Personal Data and that it will destroy or deliver up the Personal Data upon written demand from the Client, and further, that it has in all respects complied with its obligations under UK General Data Protection Regulation (UK GDPR), and the Data Protection Act 2018.

## **11. INTELLECTUAL PROPERTY**

11.1 All intellectual property rights, including copyright, patents and design arising in connection with this Agreement shall belong to and remain vested in license to Natalie Collins, on behalf of The Women's Liberation Collective.

11.2 All materials are to be used as initially intended in line with the related Service Delivery and Facilitator Agreements.

## **12. WARRANTY**

12.1 The Women's Liberation Collective warrants that in carrying out the Training Services it has and will exercise all reasonable skill and care to be expected of a professional, experienced in such work.

## **13. HEALTH AND SAFETY**

13.1 The parties shall comply with all applicable health and safety legislation and codes of practice.

## **14. TERMINATION**

14.1 Either party may terminate this Agreement by written notice:

14.1.1 If the other party fails to remedy a material breach of this Agreement within 30 days of written notice identifying the breach and notifying of an intention to terminate; and/or

14.1.2 If the other party makes any voluntary arrangement with its creditors or enters into administration (whether or not pursuant to a court order) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or is deemed under Section 123 of the Insolvency Act 1986 to be unable to pay its debts or is dissolved; and/or

14.1.3 If an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the other party; and/or

14.1.4 The other party threatens to cease to carry on business.

## **15. ASSIGNMENT**

15.1 This Agreement is personal to the Client and may not be assigned by the Client in whole or in part.

## **16. FORCE MAJEURE**

16.1 Neither party shall be responsible for any failure or delay in performance of its obligations under this Agreement (other than the obligation to make payments of money) due to any force majeure event including, Act of God, refusal of licence (other than as a result of any act or omission of The Women's Liberation Collective) or other Government act, fire explosion, embargo, terrorism, civil disturbance, accident, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, or any other cause beyond its reasonable control.

## **17. ENTIRE AGREEMENT**

17.1 This Agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied between the Client and The Women's Liberation Collective relating to Own My Life Training Services; unless specified in writing.

## **18. AGREEMENT AMENDMENTS**

18.1 Any amendments to this Agreement shall be in writing

## **19. THIRD PARTIES**

19.1 Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 or any amendment to or re-enactment of it to enforce any provision of this Agreement.

## **20. LAW**

20.1 This Agreement shall be construed in accordance with English law and the English courts shall have sole jurisdiction.

## **21. COMPLETION**

21.1 Where completion of agreed training / learning hours are agreed in relation to funding provision, that funding provision may be reliant upon completion of agreed learning hours.

## **22. COMPLAINTS POLICY**

22.1 The Women's Liberation Collective aims to provide a courteous professional and efficient service to Clients and other individuals and organisations with whom it works. It is hoped that the relationship will be satisfactory, but on occasions when something goes wrong The Women's Liberation Collective will deal promptly and fairly with any complaint and the complainant should refer to the policy on [this page](#) for further information.