



**TwentyTwentyLearning**

*Thinking Transformed*

# Terms and Conditions

Revised April 2015

## **1. Terms and conditions**

In these terms of business “the Client” refers to the company, organisation, school, or individual to which the proposal, quotation or letter of offer is addressed.

All contracts for the provision of services or goods by Twenty Twenty Learning as set out in Twenty Twenty Learning’s proposal, quotation or letter of offer shall be deemed to be made upon and subject to these terms of business. No variation or addition to these terms of business shall form part of any contract unless specifically expressed and accepted by the parties in writing. Variations or extensions of work done by Twenty Twenty Learning not covered in the proposal or letter of offer will be confirmed in writing. All contracts shall be governed by and continued in accordance with the Law of England and the Client, in accepting the proposals or letter of offer, agrees to accept the non exclusive jurisdiction of the English courts.

Twenty Twenty Learning undertakes to carry out the work to the best of its ability. Twenty Twenty Learning also undertakes to observe, to the best of its ability, the Society of Education Consultants’ Code of Practice.

Work can be commenced by Twenty Twenty Learning on acceptance of the latest proposal, quotation or letter of offer for the project.

## **2. Copyright**

All rights of copyright and other monopoly or proprietary rights and protection covering or capable of being obtained to cover all proposals, questionnaires, reports, other document systems and programmes produced shall become vested solely in Twenty Twenty Learning and may not be published, quoted or reproduced without Twenty Twenty Learning’s express permission unless otherwise agreed in writing.

In order to further improve our service to you, Twenty Twenty Learning may store anonymous aggregates of data collected on your behalf as part of a normative database. This will only be used to offer you and other clients question-specific benchmarks – for instance as part of average result of several satisfaction surveys. At no stage will your data ever be shared with any third party except as such an anonymous aggregate.

## **3. Fees and expenses**

Fees shall be detailed in the latest proposal or letter of offer.

All fees and expenses will be subject to VAT and any other Taxes ruling at the time of invoicing.

The quotation supplied in these proposals, quotation or letter of offer will be valid for 7 days from the date of issue. If the project is commissioned after this period Twenty Twenty Learning reserves the right to amend its quotation.

In the event of the project being altered or cancelled after commissioning Twenty Twenty Learning reserves the right to charge the Client all reasonable costs and expenses already incurred, contracted for or paid for by Twenty Twenty Learning together with any overhead plus 10% of the value of the contract by way of an administration fee.

## **4. Conditions for booking public/open courses**

The details of the design and content of courses and the prices are correct at the time of publication, but are subject to change without notice.

The cost of the Client’s optional overnight accommodation is not included in the course fees.

Twenty Twenty Learning reserves the right to cancel or reschedule courses without penalty or liability if there are insufficient bookings, or for reasons outside its control. Twenty Twenty Learning will try to notify participants as soon as reasonably possible if a course has to be cancelled.

In respect of cancellation by Twenty Twenty Learning, a full refund will be given to the Client upon return to us of any pre-course materials already dispatched.

The full course fee will be payable for any cancellation by the Client for any reason within 21 days of the start of the training course. No fees will be payable, except a charge for any course material already dispatched, for any cancellation received in writing more than 21 days before the course start date.

Participant substitutions can be accepted, without charge, at any time provided that the substitute fills the entrance requirement and has completed any pre-course study or activities.

## **5. Conditions for booking in-school teaching courses**

In-school or organisation training course programmes can produce significant savings where the Client has a number of participants wishing to attend educational teaching courses. Fees for these courses will be provided on request.

The details and requirements for the in-school courses will be agreed at the time the course is booked. In general, however, in addition to the agreed course fees we ask the Client to provide and/or pay for the venue and audio-visual equipment.

The full course fee will be payable for any cancellation by the Client for any reason within 21 days of the start of the teaching course. 50% of fees will be payable for any cancellation received in writing more than 21 days and less than 42 days before the course start date. No fees will be payable for any cancellation received in writing more than 42 days before the course start date.

## **6. Invoicing**

For public/open courses the agreed fee becomes due for payment on confirmation of the booking.

For in-school teaching courses, the fees and expenses will be invoiced at the completion of the training and the payment will be expected at or before the end of the month following the receipt of the invoice.

For on-going projects, fees and expenses will be invoiced at regular intervals following the completion of individual days/parts of project and the payment will be expected at or before the end of the month following the receipt of the invoice.

In particular cases where previously agreed in writing the Client shall make pre-payments for special projects and / or staged payments.

## **7. Confidentiality**

All Twenty Twenty Learning's staff are under obligation to ensure that confidential information is not divulged to third parties. Twenty Twenty Learning will therefore endeavour to keep secret and confidential all information that it acquires whether directly or indirectly in relation to the Client to the best of its ability.

## **8. Employment Fee**

The Client shall be liable to pay an Employment Fee if an offer of employment is made to and accepted by a Twenty Twenty Learning Education Consultant.

8.1 The Client agrees:

- a) To notify Twenty Twenty Learning immediately of any offer of Employment which it makes to a Twenty Twenty Learning Education Consultant;
- b) To notify Twenty Twenty Learning immediately that its offer of Employment to the Twenty Twenty Learning Education Consultant has been accepted and to provide details of the Remuneration to Twenty Twenty Learning;
- c) To pay Twenty Twenty Learning's fee within 21 days of the date of invoice.

8.2. No fee is incurred by the Client until the Twenty Twenty Learning Education Consultant accepts the offer of Employment, whether such an offer shall be conditional or not when Twenty Twenty Learning will render an invoice to the Client for its fees.

8.3. Twenty Twenty Learning reserves the right to charge interest on invoiced amounts unpaid for more than 21 days at the rate of 4% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

8.4. The fee payable to Twenty Twenty Learning by the Client for an offer of Employment resulting in Employment is the amount equal to 50% of the Remuneration applicable to the first 12 months of the Employment. VAT will be charged on the fee.

8.5. If the Client subsequently engages or re-engages the Twenty Twenty Learning Education Consultant within the period of 6 calendar months from the date of termination of Employment or withdrawal of the offer, a full fee calculated in accordance with clause 8.4 above becomes payable.