



OR Training & Personal Development Ltd

# *STANDARD TERMS*

&

# *CONDITIONS*



FOR THE SUPPLY OF  
GOODS AND SERVICES





## **STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES**

### **DEFINITIONS**

In this document the following words shall have the following meanings:

“Agreement” means these Terms and Conditions together with the terms of any applicable Specification Document

“Customer” means the organisation or person who purchases goods and services from OR Training & Personal Development Ltd (hereafter referred to as 'OR Ltd').

“Delegate” means the organisation or person who purchases goods and services from OR Ltd

“Intellectual Property Rights” means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable

“Specification Document” means a statement of work, quotation or other similar document describing the goods and services to be provided by the supplier

“Supplier” means OR Ltd.

### **1 GENERAL**

1.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by OR Ltd to the Customer.

### **2 PRICE AND PAYMENT**

2.1 Invoiced amounts shall be due and payable within 30 days of receipt of invoice unless a payment agreement has been arranged with OR Ltd. OR Ltd is entitled to charge interest on overdue invoices from the date when payment becomes due at the rate of 1% per annum above the base rate of the Bank of England after 60 days of an invoice not being paid.

2.2 OR Ltd is not liable to refund fee differences that may arise due to delegates booking at different times, discounts etc.

2.3 In the event that a booking is cancelled less than 21 days before the first day of a seminar / course, an administration charge can be incurred. This will be the equivalent to 15% of the cost of the course.

2.4 A booking will only be secured when full payment has been received or a payment plan has been agreed by both parties before the first day of any seminar/course.

2.5 Payment plans must be agreed with OR Ltd in advance of the start of a course.

2.6 Should a purchase order be required for payment of the invoice, it is the responsibility of the customer / delegate to ensure that OR Ltd has the full details and agreed purchase order before the products or services are supplied.



2.7 All seminar/course fees are non refundable. The Fees for courses of more than 2 days, whether paid in full or by payment plan arrangement, are for the whole course. Transfers are available in agreement with OR Ltd. See 2.8 for exceptions.

2.8 On any course comprising one 2 day seminar, OR Ltd has a money back guarantee if the course does not meet expectations. If any single seminar of any course longer than 2 days does not meet expectations, OR Ltd will refund the cost of that seminar only if the application for a refund is made within 14 days of the end of that seminar.

2.9 It is recommended that courses are completed within two years of the start date. Completion after this time may incur additional costs.

### 3 SEMINARS / COURSES

3.1 OR Ltd. endeavours to deliver NLP training of the highest standard and reserves the right to change the published delivery dates, times, venue, training material and/or trainer if it is deemed necessary to maintain this standard or in circumstances beyond the control of OR Ltd.

3.2 If, due to circumstances beyond the control of OR Ltd. a published course of more than one day is cancelled after the start date of that course and before the completion date, pre-paid course fees will be refunded in full minus the value of the parts of that course that have already been delivered by OR Ltd.

3.3 If there are changes to the published venue, dates and/or times OR Ltd will endeavour to advise you with sufficient notice.

3.4 OR shall not be liable for any loss, costs, damages, or expenses caused directly or indirectly for any delay in the delivery of any seminar or any course.

3.5 All public access seminars /courses delivered by OR Ltd are recorded via film for quality assurance and review purposes. These recordings are the property of OR Ltd.

3.6 If you are not happy with any aspect of your training or the service of OR Ltd please contact OR Ltd directly by phone 07833230136 or email at [michael@liveitorleadit.com](mailto:michael@liveitorleadit.com).

3.7 Accommodation, subsistence and travel costs are not included in the course fees and are not the responsibility of OR Ltd.

3.8 There is no time limit to completing a OR Ltd course unless this is specified in the course programme.

### 4 SPECIFICATIONS

4.1 For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of OR and no representation, written or oral, correspondence or statement shall form part of the contract.

4.2 No unauthorised use of the OR Ltd logo is permitted at anytime.



## 5 CUSTOMER'S OBLIGATIONS

5.1 To enable OR Ltd to perform its obligations under this Agreement the Customer shall:

5.1.1 co-operate with OR Ltd

5.1.2 provide any information reasonably required by OR Ltd

5.2 In the event that the Customer or any third party, not being a sub-contractor of the JSnlp Ltd, shall omit or commit anything which prevents or delays OR Ltd from undertaking or complying with any of its obligations under this Agreement, then OR Ltd shall notify the Customer as soon as possible and:

5.2.1 OR Ltd shall have no liability in respect of any delay to the completion of any project;

5.2.2 If applicable, the timetable for the programme will be modified accordingly;

5.2.3 OR Ltd shall notify the Customer at the same time if it intends to make any claim for additional costs.

## 6 ALTERATIONS TO THE SPECIFICATION DOCUMENT

6.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of the programmes to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.

## 7 LIMITATION OF LIABILITY

7.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of OR Ltd to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.

7.2 In no event shall OR Ltd be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

7.3 Nothing in these Terms and Conditions shall exclude or limit OR Ltd's liability for death or personal injury resulting from the OR Ltd's negligence or that of its employees, agents or sub-contractors.

## 8 INTELLECTUAL PROPERTY RIGHTS

8.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the OR Ltd.



## 9 INDEPENDENT CONTRACTORS

9.1 OR Ltd and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. OR Ltd may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve OR Ltd of its obligations under this Agreement or any applicable Specification Document.

## 10 ASSIGNMENT

10.1 The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of OR Ltd.

## 11 WAIVER

11.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at anytime subsequently to enforce all Terms and Conditions of this Agreement.

## 12 NOTICES

12.1 Any notice to be given by either party to the other may be served by email, Personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

## 13 ENTIRE AGREEMENT

13.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

## 14 NO THIRD PARTIES

14.1 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## 15 GOVERNING LAW AND JURISDICTION

15.1 This Agreement shall be governed by and construed in accordance with the laws of Northern Ireland and the parties hereby submit to the exclusive jurisdiction of the Northern Ireland courts.



**Registered Company Number: NI616152**

Registered Address:

OR Training & Personal Development Ltd  
50 Bedford Street  
Belfast  
BT2 7FW

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