

M1 Creativity

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TRAINING Terms and Conditions

1. BOOKINGS

Bookings for workshops can only be considered if they are in writing, either by email or letter. A booking is confirmed once a training contract has been duly signed and received by M1 Creativity.

Workshops are normally for up to a maximum of twelve participants but this is flexible.

2. CHARGES AND PAYMENT

Payment, in UK pounds, is by invoice, due within 30 days of the invoice date or 14 days prior to the workshop, whichever comes first.

M1 Creativity reserves the right to cancel the workshop booking if payment is not received by the date outlined above.

In the event the Client fails to make payment in accordance with this Agreement, M1creativity may 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 judgement.

4. TRAVEL EXPENSES

In addition to the workshop fees, a charge for travel and living expenses will be made by M1Creativity.

5. TRANSFERS, CANCELLATION AND POSTPONEMENT

Should you decide to cancel, the following fees apply

- 30 days or more prior to workshop - admin fee of £100
- 29 days or less prior to workshop – 50% full cost
- 21 days or less prior to workshop - for cancellations received on or after this date, or in the event of non-attendance, a 100% of the full cost, cancellation fee applies

All cancellations *must* be made in writing to M1Creativity and will be acknowledged in writing.

M1 Creativity will only cancel a workshop under exceptional conditions due to factors outside of our control (illness, travel cancellations etc) and will endeavour to give the customer as much notice as possible. Liability will be limited to the invoice value of the workshop or the offer of a rescheduled date.

If the workshop is running at a specific site or location requested or agreed with the customer, then any additional travel expenses incurred will be charged in full regardless of the number of day's notice prior to workshop date.

There is no charge if delegates are substituted.

6. INTELLECTUAL PROPERTY

The copyright and all other intellectual property rights in all workshop materials shall remain the sole and exclusive property of M1Creativity. No part of the materials may be reproduced in any way nor stored in electronic form or transmitted by any means without written permission in advance.

7. ADVERTISING

M1 Creativity 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. CONFIDENTIALITY

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.

9. FORCE MAJEURE

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 Insight) 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.

M1Creativity

Name :

Title :

Date :

Signed for and on behalf of

[]

Name :

Title :

Date :

M1 Creativity

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FACILITATION or CONSULTANCY Terms and Conditions

1. BOOKINGS

Bookings for facilitation or consultancy can only be considered if they are in writing, either by email or letter. A booking is confirmed once a contract has been duly signed and received by M1 Creativity.

2. CHARGES AND PAYMENT

Payment, in UK pounds, is by invoice, due in advance of the services commencing

3. CANCELLATION AND POSTPONEMENT

Should you decide to cancel, the following fees apply

- 30 days or more notice – no charge
- 29 days or less – 50% full cost
- 14 days or less – 100% of the full cost,

All cancellations *must* be made in writing to M1Creativity and will be acknowledged in writing.

4. TRAVEL EXPENSES

All expenses incurred relating to the consultancy or facilitation project will be charged at cost, including travel, accommodation and meals.

5. ADVERTISING

M1 Creativity 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.

6. CONFIDENTIALITY

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.

7. FORCE MAJEURE

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 Insight) 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.

M1Creativity

Name :

Title :

Date :

Signed for and on behalf of

[.....]

Name :

Title :

Date :