

Terms and Conditions of Business

These terms and conditions ("Terms") form the entire agreement between Malvern Drive Consulting Limited ("MDC") and the client ("Client", "you") for the goods and services provided. These Terms shall prevail over any terms of business or purchase conditions proffered by the Client, unless agreed otherwise in writing. These Terms may not be varied without the written agreement of authorised signatories of the parties.

Cancellation – You may cancel a confirmed service/course by giving written notice and on payment of a cancellation fee, which is a percentage of the service/course fee. The cancellation fee varies with the amount of written notice given to MDC as follows: > 20 working days – no fee; 11-19 working days – 50% fee; 0-10 working days – 100% fee.

Postponement – You may postpone a confirmed service/course by giving written notice and on payment of a postponement fee, which is a percentage of the service fee. The postponement fee varies with the amount of written notice given to MDC as follows: > 11 working days – no fee; 0 -10 working days – 70% fee. If a postponed course is not delivered within six months of giving notice of postponement, the appropriate cancellation fee (stated above) will apply.

Fees and Payment Terms - MDC shall invoice the Client for all fees, charges and expenses due plus VAT at the prevailing rate. All invoices are payable within 28 days of the invoice date. Payment of invoices is of the essence of these Terms and, if any payment is overdue, MDC shall be entitled to: charge interest on any overdue payments at the rate of 3% above the base lending rate from time to time of Barclays Bank PLC on any sums due but not paid, from the date payment became due until the actual date of payment, without prejudice to any of its other rights and / or; charge on an indemnity basis for all collection costs incurred as a result of instructing a solicitor or collection agency to recover the outstanding payment. If the Client requests that services or Courses are provided otherwise than at MDC's premises, then all travel and subsistence expenses incurred in the provision of services and Courses shall be paid by the Client. Any equipment hire, expenses or expenditure approved by the Client shall be charged to the Client.

Confidentiality and Intellectual Property - Each party agrees that it shall maintain as confidential all information of a confidential or commercially sensitive nature that it obtains from the other party (or from any person on behalf of the other party) and shall use such information solely to fulfil its obligations under these Terms or as may be required by law. All intellectual property rights ("Rights") in all materials used in delivery of the service ("Materials") are vested in MDC or its licensors, and all such Rights are reserved. All Rights in materials or any media produced by MDC personnel during services are vested in MDC and the Client is licensed to use such Rights solely for the purposes of the relevant Terms. All Materials provided to Course delegates are on loan for the exclusive use of the individual delegate and remain the property of MDC or its licensors. No part of Course Materials may be reproduced or transmitted in any form, or by any means, electronically or mechanically, including photocopying, recording or any information storage or retrieval system without the prior written permission of MDC. Course Materials are provided subject to the condition that they shall not, by way of trade or otherwise, be lent, resold, hired out, or otherwise circulated without the prior written permission of MDC. Any use, duplication or lending of Course Materials without the prior written consent of MDC, save for such uses as are allowed under applicable law is prohibited.

MDC's Liability and Insurance - MDC's total liability to the Client, other than for death or personal injury caused by its negligence or for fraud, for any losses costs expenses or damages under these Terms shall be limited to the total Fees paid or payable by the Client to MDC in relation to the specific service to which the claim relates. Under no circumstances shall MDC have any liability to the Client for loss of profit, revenue, anticipated savings or bargain or loss or corruption of data or software or for any indirect special or consequential losses. All MDC goods and services are provided materially in accordance with their description. The undertakings, representations and warranties in these Terms are in lieu of all other warranties express or implied, statutory or otherwise. MDC maintains £2M and £0.5M insurance cover in respect of Public Liability and Professional Indemnity respectively.

Non Solicitation - Until the expiry of six months after completion of a service, neither party will solicit the employment or services of any personnel of the other party who has been engaged in connection with services. Liquidated damages for breach of this provision payable by the party in breach of this Clause shall be equal to fifty percent (50%) of the annual gross salary or annual service fees of that person in their employment with the original party.

General - These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the English Courts. MDC shall not be liable for any failure to fulfil its obligations where such failure is due to circumstances beyond its reasonable control. MDC shall be entitled to assign its rights and obligations under these Terms to a purchaser of the whole or a substantial part of its business.