

Terms of Business for Steven Emberson t/a Elliott Consulting (1st December 2024)

1. Introduction

1.1 These Terms of Business (the "Agreement") apply to all training and consultancy services (the "Services") provided by Steven Emberson t/a Elliott Consulting ("the Company", "we", "us", "our") to the client ("the Client", "you").

1.2 By engaging with our Services, you agree to be bound by these Terms of Business. If you do not agree with any part of these terms, you should not use our Services.

2. Services Provided

2.1 The Company offers IT training and consultancy services, including but not limited to:

- **Training Courses:** Tailored programs in software, systems, and IT best practices.
- **Consultancy Services:** Business IT solutions, project management, and technical advisory.
- **Workshops and Seminars:** Specialised workshops on specific technologies and methodologies.

2.2 The exact scope of Services will be confirmed in the contract or proposal agreed upon between the Client and the Company.

3. Booking & Confirmation

3.1 All bookings for training or consultancy services must be made through the Company's official channels, including email, phone, or online booking system.

3.2 A written confirmation will be sent to the Client once the booking is accepted. Only after the confirmation is received will the Services be deemed as booked.

3.3 The Company reserves the right to refuse any booking or modify the dates/times for any Service, subject to mutual agreement with the Client.

4. Fees & Payment Terms

4.1 The Client agrees to pay the fees for the Services as outlined in the quotation or contract.

4.2 All fees are exclusive of taxes, which will be added as applicable.

4.3 Full payment or a deposit may be requested prior to the start of the Services, else an invoice will be sent upon completion of each delivery, unless different terms have been negotiated with the Client and included in the contract or proposal.

4.4 Invoices for Services provided will be issued and must be paid in full by the due date.

4.5 Failure to make payment may result in a delay or cancellation of the Services.

4.6 The Company reserves the right to add a late payment charge of 5% of the outstanding balance to any overdue invoice per calendar month whilst there is an outstanding balance.

5. Cancellations & Refunds

5.1 If the Client wishes to cancel or reschedule a Service, they must provide at least 2 days' notice. If less than 2 days' notice is given, the Client may incur a cancellation fee of 25% plus any out of pocket expenses incurred.

5.2 The Company reserves the right to cancel or reschedule any session due to unforeseen circumstances, including but not limited to trainer unavailability or technical issues. In such cases, the Client will be given the option to reschedule or receive a full refund.

5.3 Refunds for training and consultancy services are only available under the conditions set out in the contract, and are not applicable if the Client fails to attend or cancel the session as outlined in Section 5.1.

6. Client Obligations

6.1 The Client agrees to provide all necessary resources, including access to relevant systems, materials, and personnel, to facilitate the delivery of the Services.

6.2 The Client must ensure that they have the required technical infrastructure (e.g., internet connection, hardware, etc.) to participate in the training or consultancy.

6.3 The Client agrees to comply with all applicable laws and regulations while using the Company's Services.

7. Intellectual Property

7.1 All content provided by the Company, including training materials, documentation, software, and proprietary methodologies, remains the property of Steven Emberson t/a Elliott Consulting and is protected by copyright and intellectual property laws.

7.2 The Client is granted a limited, non-exclusive, non-transferable license to use the training materials for personal or internal business purposes only. Redistribution, reproduction, or resale of the materials without prior written consent from the Company is prohibited.

8. Confidentiality

8.1 Both parties agree to maintain the confidentiality of any confidential information disclosed during the course of providing Services.

8.2 Confidential information shall not include information that is already publicly known or is disclosed by the disclosing party to a third party without breach of this Agreement.

9. Limitation of Liability

9.1 The Company will not be liable for any indirect, special, or consequential damages arising out of the use of our Services.

9.2 The total liability of the Company, whether in contract, tort, or otherwise, for any claim arising out of this Agreement shall not exceed the amount paid by the Client for the specific Service that is the subject of the claim.

10. Data Protection

10.1 Both parties agree to comply with all applicable data protection laws and regulations regarding the handling and processing of personal data.

10.2 The Company will collect and process personal data only as necessary for the provision of Services and in accordance with our privacy policy.

11. Force Majeure

11.1 Neither party shall be held liable for any failure to perform or delay in performance due to circumstances beyond their reasonable control, including but not limited to acts of God, war, or government action.

12. Governing Law

12.1 This Agreement shall be governed by and construed in accordance with the laws of the England & Wales. Any dispute arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts of England & Wales.

13. Amendments to Terms

13.1 The Company reserves the right to amend these Terms of Business at any time. Any changes will be communicated to the Client and will apply to any future Services booked after the date of notification.

14. Contact Information

For any questions or inquiries, please contact us at:

Steven Emberson t/a Elliott Consulting
6 Hillfield, Alconbury, PE28 4WA
0845 388 0138
steven@elliottconsulting.uk

Acknowledgment

By booking or using our Services, the Client acknowledges that they have read, understood, and agreed to these Terms of Business.