



## EXPEDITE BUSINESS DEVELOPMENT CONSULTING LIMITED

### OUR TERMS

#### 1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- (a) **Event:** the event or meeting We arrange for you as a result of the Services, as set out in the Order;
  - (b) **Event Outside Our Control:** is defined in clause 10.2;
  - (c) **Executive:** your employee selected to benefit from the Services;
  - (d) **Delegate:** an independent person engaged or to be engaged by Us for an Event;
  - (e) **Order:** your order for the Services as described by your completion of the 'Book Now' form on this website and subsequent correspondence between us;
  - (f) **Services:** the services that We are providing to you as set out in the Order;
  - (g) **Terms:** the terms and conditions set out in this document; and
  - (h) **We/Our/Us:** Expedite Business Development Consulting Limited (Company Number: 8148028) whose registered office is at Clay Barn, Ipsley Court, Berrington Close, Redditch, B98 0TD.
  - (i) **You/Your:** the company, limited liability partnership, partnership or other commercial entity placing the Order with us.
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

#### 2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which We supply Services to you.
- 2.2 Our Services are only available to businesses and not to consumers and accordingly the provisions of the Consumer Protection (Distance Selling) Regulations 2000 and other legislation for the protection of consumers does not affect the terms on which we supply the Services
- 2.3 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you proceed with the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. When you submit the Order through the booking form, These Terms will become binding on you and Us and at which point a contract will come into existence between you and Us.
- 2.4 If any of these Terms conflict with any term of the Order, the Order will take priority.
- 2.5 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 2.6 Our website is solely for the promotion of Our Services in the UK.

#### 3. CHANGES TO ORDER OR TERMS

- 3.1 We may revise these Terms from time to time in the future which may affect any future Orders.
- 3.2 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 11.
- 3.3 If you fail to attend an Event, the price for the Services relevant to that Event shall remain payable and if that Event is one of a series of Events covered by an Order it shall be deemed that such Event has taken place.

#### 4. EVENTS INVOLVING SPECIFIC EXECUTIVES

- 4.1 You must supply the names of all Executives attending an Event at least four (4) weeks prior to the date of the Event
- 4.2 If You substitute Executives within four (4) weeks of the Event date, while We will make every effort to deliver comparable services to substituted Executives, You accept and agree that originally scheduled Event(s) maybe altered or omitted should operational considerations so require.
- 4.3 We will make all reasonable efforts to comply with:-
- (a) dates for Events requested in the Order but We reserve the right, on reasonable notice to change the date for any Event should this become necessary.

- (b) any specific requirements you may have as to Delegates or suppliers attending an Event or Events, however where specific people are either unavailable or in our absolute discretion inappropriate for any Event we shall be entitled to substitute other individuals.

4.4 We shall have no liability if a Delegate selected by us for an Event is unable to attend other than to use our reasonable endeavours to re-schedule the Event at a time suitable both to the relative Executives and the Delegate.

4.5 We will provide you with a programme and other relevant information about an Event approximately one week prior to the date of the Event

## **5. PROVIDING SERVICES**

5.1 We will supply the Services Subject to clause 4-3) to you at the date agreed between Us in writing **OR** until the estimated completion date set out in the Order (as the case may be);

5.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 10 for Our responsibilities when an Event Outside Our Control happens.

5.3 The timeframe agreed in the Order is subject to a 4-6 week setup, before the Order time frame begins.

5.4 We will need certain information from you including but not limited to the completed Bespoke Project Brief Document that is necessary for Us to provide the Services, for example, the identity of Executives or the areas of expertise to be covered. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 5.4, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.

During the initial phase of the campaign the conversion rate will be measured. If the value proposition is not being received as expected, there will be a review of the commercial structure.

5.5 We shall not be liable for any failure to hold an Event on time (whether such time was stipulated in the Order or not) where there has been any material delay in your providing information or materials requested by us in connection with the Event or with the provision of the Services.

5.6 We may have to suspend the Services if We have to deal with technical or unusual problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 5.6 but this does not affect your obligation to pay for any invoices We have already sent you.

5.7 If you do not pay Us for the Services when you are supposed to as set out in clause 7.4, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 7.7). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 7.6.

5.8 If We design any physical item for you, We will own the copyright, design right and all other intellectual property rights in the Product and any drafts, drawings or illustrations We make in connection with the Product for you.

5.9 Our policy is that 12-15 delegates are required we will book 20 delegates to account for any cancellations. While We will make every effort to ensure that delegates do attend, we consider that our obligation under this agreement is deemed fulfilled once we have confirmed the 20<sup>th</sup> qualified delegate for attendance

## **6. IF THERE IS A PROBLEM WITH THE SERVICES**

6.1 In the unlikely event that there is any fault with the Services :

- (a) please contact Us and tell Us as soon as reasonably possible;
- (b) please give Us a reasonable opportunity to make good the shortcoming; and
- (c) You will not have to pay for Us to make good a defect with the Services under this clause 6.1.

## **7. PRICE AND PAYMENT**

- 7.1 The price of the Services will be set out on the booking form. In respect of any future Order Our prices may change, but price changes will not affect Orders that have already been booked.
- 7.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 7.3 The prices for the Services exclude the cost of any expense to which we are put at Your request that is not specifically included in the Services, which will be added to the total amount due.
- 7.4 Where We are providing Services to you, you are required to make the payments specified in the Order at the times stated. Your rights to a refund on cancellation are set out in clause 11. You must pay each invoice in cleared monies and if no time for payment is specified in the Order within 10 calendar days of the date of invoice.
- 7.5 Where an Event becomes changed as provided for in clause 4.3 this will not affect the Prices payable for the Services.
- 7.6 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of National Westminster Bank plc. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 7.7 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 7.6 will not apply for the period of the dispute.
- 7.8 In the course of providing the Services we may as part of the Services or as a result of a request related to the Services incur on your behalf expenses such as hire charges for venues or equipment, refreshments or any other type whatsoever. Any such expenses are Your responsibility (whether included in the price for the Services or not) and (save where such expense is included in the price for the Services and you have paid us in full for the Services) you will indemnify us from all costs, damages and expenses arising in connection with such expenses.

## **8. YOUR RESPONSIBILITY TO US**

- 8.1 By placing an Order you warrant that you are: -
- (a) an organisation properly constituted under applicable laws and that You are currently of good standing having materially complied with any requirement to make returns and file documents with the appropriate authorities;
  - (b) the person placing the Order has full capacity and authority and all necessary consents to enter into and to perform the agreement formed by these terms and the Order;
  - (c) of good standing and repute both with your customers and within your own profession, trade or business in all material respects

## **9. OUR LIABILITY TO YOU**

- 9.1 If We materially fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 9.2 If We are providing Services on your property, We will make good any damage to your property caused by Us in the course of performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of performance by Us.
- 9.3 We only supply the Services as described in the Order and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.4 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

## **10. EVENTS OUTSIDE OUR CONTROL**

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 10.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks..
- 10.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
  - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 10.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 11. We will only cancel the contract if the Event Outside Our Control continues for longer than 4 weeks in accordance with Our cancellation rights in clause 11.

## **11. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 11.1 Before We begin to provide the Services, you have the following rights to cancel an Order for Services, including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage:
- (a) You may cancel any Order for Services at any time before the start date for the Services by contacting Us. We will confirm your cancellation in writing to you.
  - (b) If you cancel an Order under clause 11.1(a) not less than 12 weeks prior to the date of the Event, then 50% of the total price for the Services will become immediately payable. Credit being given for any payment already made. If any payment already made by You exceeds 50% of the total price for the Services We shall refund the difference.
  - (c) Unfortunately, if you cancel an Order for Services under clause 11.1(a) giving us notice of cancellation 12 weeks or less from the scheduled date of the Event the total price for the Services becomes payable immediately.
- 11.2 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
- (a) We break this contract in any material way and We do not correct or fix the situation within 7 days of you asking Us to in writing;
  - (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
  - (c) Subject always to Clause 9 We are affected by an Event Outside Our Control.

## **12. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 12.1 If We have to cancel an Order for Services before the Services start:
- (a) We may have to cancel an Order before the start date for the Services due to an Event Outside Our Control or the unavailability of key personnel without which We cannot provide the Services. We will promptly contact you if this happens.
  - (b) If We have to cancel an Order under clause 12.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- 12.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you. If payment has not been received you are still liable for the contract sum.
- 12.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

- (a) you do not pay Us when you are supposed to as set out in clause 7.4. This does not affect Our right to charge you interest under clause 7.6;
- (b) you break the contract in any other material way and you do not correct or fix the situation within 7 days of Us asking you to in writing; or
- (c) the warranties given in clause 8 are found in our absolute discretion to be in any material manner incorrect

12.4 If once we have begun to provide the Services for you (we having used our reasonable commercial endeavours to complete the Services) come to the opinion in our absolute discretion that we shall be unable to complete the provision of the Services as result of something pertaining to or connected with You (whether or not such thing constitutes a breach of the warranty in clause 8) we may cancel the contract for Services at any time with immediate effect by giving you written notice. Notwithstanding such termination we shall be entitled to be paid for all work carried out and all disbursements incurred.

### **13. INFORMATION ABOUT US AND HOW TO CONTACT US**

13.1 We are a company registered in England and Wales. Our company registration number is 8148028 and Our registered office is at Clay Barn, Ipsley Court, Berrington Close, Redditch, B98 0TD. Our registered VAT number is 173183704.

13.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at +44 203 7525252 or by e-mailing Us at [christian.milam@expedite-consulting.com](mailto:christian.milam@expedite-consulting.com) or [camila.bundy@expedite-consulting.com](mailto:camila.bundy@expedite-consulting.com)

13.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Expedite Business Development Consulting Limited at the e-mail addresses in clause 13.2 or at 1 Olympic Way, Wembley, Middlesex, HA9 0PN, United Kingdom We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

### **14. HOW WE MAY USE YOUR PERSONAL INFORMATION**

14.1 We will use the personal information you provide to Us to:

- (a) provide the Services;
- (b) process your payment for such Services; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

14.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

14.3 We will not give your personal data to any other third party.

### **15. OTHER IMPORTANT TERMS**

15.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

15.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

15.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

15.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.