



### **Terms for open course fee settlement**

#### **1) Prices**

All prices will be as stated as communicated in writing. Inclusions will be as described in writing at the time of booking. Invoices will be in pounds sterling. All payments are required in pounds sterling.

#### **2) Public Scheduled Course Place Bookings**

An invoice for the full amount due will be sent on receipt of a booking. Participant places will be reserved for 7 days and confirmed on receipt of fees.

#### **3) Public Scheduled Course Cancellation Charges**

Cancellation charges will be waived if substitute delegates attend the course. Cancellations made earlier than 21 days before course commencement are subject to a 50% cancellation fee. Otherwise, the full fee will remain due and payable.

#### **5) Learning Delivery**

Learning delivery will be in accordance with the description offered in writing at the time of booking.

### **Terms for bespoke service fee settlement**

#### **1) Prices**

All prices will be as stated and communicated in writing. Inclusions will be as described in writing at the time of booking. Invoices will be in pounds sterling. All payments are required in pounds sterling.

## **2) Booking**

Unless otherwise agreed in writing, an invoice for fifty percent of the full amount due will be sent on receipt of a booking. This deposit fee covers preparation work for the service concerned and is not refundable except as provided for in clause five. The deposit will be due thirty days before delivery of the service or on receipt if the service is scheduled to take place sooner than thirty days from the date of booking.

## **3) Training Delivery**

Service delivery will be in accordance with the description offered in writing at the time of booking.

## **4) Balance**

The balance of the fees will be due seven days after delivery or delivery in part if the work is to be carried out in more than one stage. An invoice for the balance will be sent on completion of the work or stage.

## **5) Cancellation Charges**

Out-right cancellation of services booked will be subject to a 50% cancellation charge, this being the amount of the deposit. In the event that cancellation is notified in writing before the due date of the deposit, no cancellation fee will be charged. Customers may reschedule delivery without penalty.

## **Terms for product use**

### **1. Definition and Interpretation**

- 1.1** The headings to the clauses are for convenience and reference only and shall not effect interpretation.
- 1.2** These terms and expressions shall have the following meanings in this Agreement:
  - 1.2.1** The term 'Agreement' shall mean all of the 'Terms of Product Use' presented here.
  - 1.2.3** The term 'Company' shall mean the Partners trading as Acumen Sales Training.
  - 1.2.4** The term 'Products' shall mean all products and materials that are the intellectual property of the Company.
  - 1.2.5** The term 'Client' shall mean any individual or organisation purchasing Products from the Company.

- 1.2.6 The term 'Acumen Sales Training Methodology' shall mean the tools, technology and procedures including any written formulations thereof that are the intellectual property of the Company.
- 1.2.7 The term 'Deliver' or 'Delivery' or 'Delivered' shall mean the delivery of the Company's Products through web site access, coaching, training or consulting services for Client or Client's employees.
- 1.2.8 The term 'Certified Consultant' shall mean Consultants who have obtained certification from the Company to Deliver specified Products.

## **2. Intellectual Property**

- 2.1 The Company either owns or uses with permission of the owner (with the right to sublicense) the intellectual property rights in the Products provided pursuant to this Agreement and the Acumen Sales Training Methodology by which Products are provided. The Client understands and acknowledges the Company's rights in the Products and agrees not to reproduce, copy or redistribute, or otherwise exercise any right comprised in the copyright in the Products provided in any form or medium (whether now or hereafter existing), or by any means, or engage in any unauthorized use without written permission of the Company. The copyright in all of the Products referred to in this Agreement shall remain the exclusive property of the Company unless otherwise agreed in writing.
- 2.2 Client shall not sell, disclose or otherwise make available, directly or indirectly, any Products or Acumen Sales Training Methodology to any third party unless expressly authorised to do so in writing by the Company. Client further agrees that it will not utilize Acumen Sales Training Methodology to develop internal training programs or products that would compete with or replace the products and services provided by the Company.

## **3. Certified Provider Responsibilities**

- 3.1 Client understands and acknowledges Delivery may only be carried out by Certified Consultants who have been authorised by the Company to deliver specific Products. Client agrees that it will only contract with individuals who have a current certification from the Company and can provide evidence thereof. Client agrees that a fee shall be paid to the Company for each employee who receives Delivery of Company Products unless otherwise agreed in writing.

## **4. Term**

**4.1** This Agreement shall commence as on the date that Products are purchased and shall continue until each Delivery purchased from or supplied by the Company has been completed or has expired, whichever is sooner. Client agrees that the provisions of paragraph 2 and 3 shall survive termination of this Agreement.

**5. Governing Law**

**5.1** These terms shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English Courts.

**5.2** Any invalid or unenforceable provisions or clauses in this agreement shall not effect the other provisions and clauses of this agreement and for this purpose, the provisions and clauses of this agreement shall be considered severally.

**6. Entire Agreement**

**6.1** This agreement and any attachments hereto which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the matters dealt with and supersedes any previous agreement between the parties in relation to such matters.

**7.** All differences or disputes which may arise in connection with this Agreement, or its construction or effect shall be referred to a single arbitrator to be agreed upon by the parties but in default of their agreement the President for the time being of the Chartered Institute of Arbitrators shall nominate an arbitrator in accordance with the Arbitration Acts 1990 or any statutory modification or re-enactment for the time being in force.

Please direct any questions by email to [coral.horn@acumensalestraining.co.uk](mailto:coral.horn@acumensalestraining.co.uk) or by telephone to (01253) 399500 or by post to:

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