

Thank you for the interest you have shown in Catalyst and the services that we provide. To protect your interests we would like to draw your attention to our standard Terms and Conditions. When you place your first booking with us please sign below to indicate your acceptance of our Conditions and then return, post or **scan and email back to us**. Thank you for your co-operation and we look forward to supporting, training, developing and coaching you and colleagues from your organisation.

# Catalyst Learning & Development Limited Terms & Conditions

All training, coaching, consultancy and related services

#### **General:**

- (a) Unless expressly stated by the Company in writing all quotations are made and bookings accepted on the following Terms and Conditions.
- (b) In these Conditions: i: "Company" means Catalyst Learning & Development Limited, Unit 45, The Wenta Business Centre, Innova Park, Electric Avenue, Enfield, EN3 7XU, ii: "Contract" means any contract made subject to these Conditions, iii: "Client" means any company or person with whom the Company enters into a contract subject to these conditions, iv: "Booking" means any confirmed reservation made with the Company by whatever means. v: "Alliances" means any third party companies either selling or delivering services for Catalyst.
- (c) Catalyst Leadership Development, Catalyst Coaching and Square Mile Leadership are trading names for Catalyst Learning & Development.

Other printed or standard conditions: These Conditions and the Contract constitute the entire understanding of the parties and shall apply to the Contract to the exclusion of any other contractual terms and conditions and no contractual terms contained in any document sent by the Client shall be of any effect with respect to the contract unless expressly accepted by the company in writing. The Client acknowledges that it has not relied on and shall not be entitled to rescind the contract or to claim damages or any other remedy on the basis of any representation, warranty, undertaking or statement which is not set out in these conditions or the Relevant Agreement for Course Booking document. These conditions may not be varied or waived except with the express written agreement of the Company.

**Fees:** All fees are as stated in the relevant booking agreement and are exclusive of VAT, which will be charged at the current and appropriate rate.

#### Cancellations or postponements of Company course and programme bookings:

- (a) Confirmed cancellations received via e-mail, facsimile or in writing 28 days prior to the date of the course incur no charge.
- (b) Confirmed cancellations received via e-mail, facsimile or in writing less than 28 days prior to the date of the course are payable in full.
- (c) Should the same course be re-booked and completed within three months, Catalyst offers a 30% discount against our published standard rates.
- (d) Bookings made within 28 days of the date of the course may not be cancelled or postponed without incurring a 100% cancellation charge.
- (e) Substitutes may be made at any time without penalty. Catalyst should be informed of any changes.

**Tailored courses:** The Company cannot guarantee delivery of a tailored training course unless agreement of the content, between the Client and the Company, is obtained at least 10 working days prior to the course start date and a longer period may be required for development time.

**Scheduled courses:** Trainers aim to deliver the contents specified in each pre-defined outline. In the event of a mixed ability course some delegates may find the pace and content unsuitable. Whilst Catalyst endeavours to ensure delegates attending a scheduled course are of similar ability, it is the Client's responsibility to determine that each course is the correct level for their delegate(s).

**Special needs:** It is the responsibility of the Client to advise the Company of delegates with special needs. The Company cannot accept responsibility for such delegates unless it has stated in writing that it is able to accommodate those needs.



**Payment:** Unless otherwise agreed in writing, payment is required no later than 30 days from the invoice date or fourteen days before the commencement of each course whichever is the earlier. For courses booked to commence within fourteen days of invoice date payment should be paid immediately.

Cheques should be made payable to Catalyst Learning & Development Limited and sent to: Catalyst Accounts, Unit 45, The Wenta Business Centre, Innova Park, Electric Avenue, Enfield, EN3 7XU. BACS credits should be directed to: Catalyst Learning & Development Limited A/c No. 72020629 Sort 40-45-27 HSBC, 73 High Street, Watford, WD1 2DS.

Learning Skills Holding Account: LSHA bookings are an agreement to secure services at favourable rates within a LSHA Partnership. Unless by prior agreement they are for Catalyst delivered training only. A LHSA is payable within 30 days of the date of invoice. Unless with prior written approval by a Director of Catalyst, all Learning Skills Holding Account bookings have a maximum expiry date of one year from the date of invoice for both booking and delivery of courses and/or services. Any unused revenue is non-refundable. Catalyst cannot accept responsibility for any unused revenue within and beyond this period.

**Provision of service:** The Company reserves the right to accept, cancel, postpone, alter or delay any booking. Catalyst cannot accept responsibility if any part(s) of a course outline are not covered for whatever reason.

**Individuals, SME's and Technical Payments:** The confirmed Booking sets out the agreement and reserves the course or service. We require payment of cleared funds at least 21 days before the commencement of each course or exam. Failure to pay in time will result in the place being withdrawn and full payment will still be required.

**Consultancy:** The Company supports its Clients in the utmost good faith. However, due to the complexities of any consultancy work undertaken the Company accepts no liability and offers no guarantees for its consultancy and associated work.

**Recruitment:** If as a result of contact made during their business with the Company, a Client subsequently and within six months of the last delivered training or consultancy date, recruits a member of the Company's staff whether then employed by the Company or not or a Catalyst Associate, a compensation fee of 25% of the annual salary offered by the Client is payable to the Company.

**Invoicing details:** As we are not able to accept any delay in invoice payment it is important that you tell us about any special arrangements you require for your invoices.

- i) Do you require us to quote your purchase order number on our invoices? Yes / No
- ii) Is there any further information, which you would like us to quote on your invoices? Yes / No (If Yes, please advise) It is agreed that upon signing this agreement that the terms contained herein will be legally binding between the Client and the Company.

Name of authorised Client signatory & position:	
Signature:	
Date:	
Client Company/organisation:	
Name of authorised Catalyst signatory & position:	
Signed on behalf of Catalyst:	

### **Head Office for correspondence:**

Catalyst Learning & Development Ltd Unit 45, The Wenta Business Centre, Innova Park, Electric Avenue, Enfield, EN3 7XU 020 3743 2323 www.catalystld.co.uk

VAT No: GB 134 8072 21

Thank you for your choosing Catalyst

## Registered address only:

Catalyst Learning & Development Ltd

Company Registration Number 08058260

Date Registration: 4<sup>th</sup> May 2012 Registered in England & Wales Registered Office address only: Unit 45, The Wenta Business Centre, Innova Park, Electric Avenue, Enfield, EN3 7XU