

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 **fax-back this agreement to us on 020 7580 7449**. Thank you for your co-operation and we look forward to supporting, training, developing and coaching you and your colleagues.

## **Catalyst Business Dynamics Limited Terms & Conditions Management Training, Coaching & Business IT Training**

### **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 Business Dynamics Limited**, 175 Tottenham Court Road, London W1T 7NU, 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 Learning & Development and Catalyst Coaching are trading names for Catalyst Business Dynamics.

**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.

**Prices:** All prices are as stated in the relevant Agreement for Course Booking document and are exclusive of VAT, which will where appropriate be charged at the current rate.

### **Management Training & Coaching Cancellations or postponements of Catalyst course 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.

**Management training 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.

**Management training Scheduled courses:** Please note that for scheduled and In-company 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).

### **Business IT and Software Training Cancellations or postponements of Catalyst course bookings:**

- (a) Confirmed cancellations received via e-mail, facsimile or in writing 21 days prior to the date of the course incur no charge.
- (f) Confirmed cancellations received via e-mail, facsimile or in writing less than 21 days prior to the date of the course are payable in full.
- (g) Should the same course be re-booked and completed within three months, Catalyst offers a 30% discount against our published standard rates.
- (h) Bookings made within 21 days of the date of the course may not be cancelled or postponed without incurring a 100% cancellation charge.
- (i) Substitutes may be made at any time without penalty. Catalyst should be informed of any changes.

**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.

**Software training Tailored courses:** The Company cannot guarantee to deliver tailored training where Training Needs Analysis information has not been received by the Company at least 10 working days prior to the start date of the course. In this instance, the Company reserves the right to deliver standard course outlines at the price agreed for the tailored course. The content of a tailored course may be subject to change unless the Client has signed to agree the content of the tailored course.

**Software training Scheduled courses:** Please note that for scheduled courses trainers aim to deliver the modules specified in each scheduled 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). Catalyst cannot accept responsibility if any part(s) of the scheduled course outline are not covered.

**Payment:** Unless otherwise agreed in writing, payment is required no later than 30 days after the invoice date or fourteen days before each course whichever is the earlier.

Cheques should be made payable to **Catalyst Business Dynamics Limited** and sent to Catalyst Accounts, 175 Tottenham Court Road, London W1T 7NU

BACS credits should be directed to: **Catalyst Business Dynamics Limited, A/c No. 11571575, Sort 40-45-27, HSBC, 73 High Street, Watford, WD1 2DS.**

**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.

**Holding accounts/Voucher bookings: Holding accounts/Voucher bookings:** All Holding accounts/Voucher bookings are an agreement to secure services at favourable rates within a Training Partnership. They are payable within 30 days of the date of invoice. Unless with prior written approval by a Director of Catalyst, all Holding Accounts/Voucher bookings have a maximum expiry date of one year from the date of invoice for both bookings 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.

**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 booking, recruits a member of the Company's staff whether then employed by the Company or not, a compensation fee of 50% of the final annual salary of that member of staff 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.

<b>Name of authorised Client signatory &amp; position:</b>	
<b>Signature:</b>	
<b>Date:</b>	
<b>Client Company/organisation:</b>	
<b>Name of authorised Catalyst signatory &amp; position:</b>	
<b>Signed on behalf of the Catalyst:</b>	

**Head Office for correspondence:**  
**Catalyst Learning & Development**  
 175 Tottenham Court Road  
 London W1T 7NU  
 020 7436 3636  
 www.cbduk.biz

**VAT No: 479 1572 09**

**Thank you for your choosing Catalyst.**

**Registered address only:**  
**Catalyst Business Dynamics**  
 Company Registration Number 4899015  
 Date Registration: 15<sup>th</sup> September 2003  
 Registered in England & Wales  
 Registered Office address only:  
 86 Mildred Avenue  
 Watford WD18 7DX