

TERMS OF BUSINESS

1 CONTRACT

An unconditional confirmation in writing is required, be it in the form of a purchase order, or an email confirming the booking. This is regarded as acceptance of our Terms of Business which apply from the date of this correspondence, to the exclusion of any others.

2 PAYMENT

Payment shall be by bank transfer or banker's draft. Our usual practice will be to invoice once work has been delivered. Salomons Consultancy Ltd reserves the right to require payment in whole or in part in advance prior to the event, the amount of which will be determined by Salomons Consultancy Ltd.

3 PRICES and INVOICING

All prices are quoted exclusive of VAT which will be added at the Standard Rate (currently 20%).

Invoices will be submitted in accordance with specific billing arrangements agreed between Salomons Consultancy Ltd and the organisation.

Payment is due thirty days from the date of the invoice.

Outstanding Invoices - Salomons Consultancy Ltd reserves the right to charge interest on overdue accounts at 2% above the Royal bank of Scotland's Base Rate and to take legal action where necessary to recover the debt.

4 CANCELLATION

- a) If the organisation cancels a booking, the following charges will be imposed at Salomons Consultancy Ltd's discretion. For cancelations of more than four weeks prior to the start date there will be no cancelation charge other than all expenses already incurred. For cancellations between four weeks and three weeks prior to the start date the charge will be, up to 50% of the total fee plus all expenses already incurred. For cancellations between three weeks and two weeks prior to the start date the charge will be up to 75% of the total fee plus all expenses already incurred. For cancellations between two weeks and eight calendar days prior to the start date the charge will be up to 85% of the total fee plus all expenses already incurred. For cancellations of one week (seven calendar days) or less prior to the start date and for failing to attend, the charge will be 100% of the fee plus all expenses already incurred.
- b) In the case of a specific delegate cancelling, a nominated substitute may be made without any additional charge.
- c) Any alteration to the above cancellation terms should be clearly stated below in d)
- d) None agreed for this contract.

5 NON-ARRIVAL CHARGES

The failure of attendance by delegates, remains the responsibility of the employing organisation and as such their non-attendance will not be reimbursed and will still be charged at the agreed full rate.

6 DAMAGE

The organisation shall be responsible for any damage caused to any equipment and allocated rooms or the furnishings, utensils and equipment therein by any act, default or neglect of the delegate or guests of the delegate, and shall on demand pay the amount required to make good or remedy any such damage.



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7 ADDITIONAL CHARGES

The organisation shall pay Salomons Consultancy Ltd any charges incurred by them or their guests for any food and beverage or other services supplied extra to this Agreement.

8 PERSONAL CONDUCT

The delegate agrees to be bound by all reasonable instructions of authorised representatives of Salomons Consultancy Ltd in relation to their personal conduct.

9 CONFIDENTIALITY

Salomons Consultancy Ltd undertakes to respect the delegate's requirements for the confidentiality of information, including safeguarding of information about current, past or prospective employees.

10 COPYRIGHT

In respect of materials which attract copyright regulations, the delegate's attention is drawn to these regulations which must be adhered to. Permission must be obtained in writing from Salomons Consultancy Ltd prior to the use or reproduction of the materials.

11 ADVERTISING

A booking for any part of Salomons Consultancy Ltd trading activities does not confer on a delegate or their agent any right to use Salomons Consultancy Ltd name for advertising purposes. Any delegate or their agent must obtain consent from Salomons Consultancy Ltd before posting advertisements, direct mailing, or seeking media advertising or editorial coverage in the press, on radio or television or of any kind. Salomons Consultancy Ltd reserves the right to vet, amend or refuse the use of any poster, media statement or advertisement that refers to Salomons Consultancy Ltd.

12 LIMITATION OF LIABILITY

- 12.1 Salomons Consultancy Ltd shall not be liable for any loss, damage or expense howsoever arising from any delay or failure of performance arising from circumstances beyond its reasonable control including, but not limited to, earthquake, flood, storm Act of God or of public enemies, national emergency, invasion, insurrection, riots, industrial disputes, boycott, interruption of services rendered by any public utility or interference from any government agency or official.
- 12.2 All exclusions or limitations of liability are separate and severable.
- 12.3 The above limitation will not apply insofar as any liability may not be excluded under the Unfair Contract Terms Act 1977.
- 12.4 The organisation will fully indemnify Salomons Consultancy Ltd, its employees, agents, representatives and subcontractors against all claims howsoever by third parties (including the delegate's employees, agents, representatives, guests or subcontractors) or by any such employee, agent, representatives, guest or subcontractors in relation to the services provided (save to the extent of Salomons Consultancy Ltd's liabilities set out in this clause). For the avoidance of doubt, this indemnity extends to all contractual and tortuous claims in any part of the world and includes claims in respect of property damage and personal injury or death arising from negligence.
- 13 These Terms of Business are subject to revision at the discretion of both Directors