

Training

Terms & Conditions

positive
planet



Training Service Contract

Part A: General Terms

This Training Service Contract ("Contract") is made between Positive Planet ("Provider") and the customer ("Customer") identified in the applicable order form or quotation. This Contract sets forth the terms and conditions under which the Provider will provide training services to the Customer.

1. Definitions

"Private Training" means training delivered by Positive Planet either in person, or online to your organisation representatives.

"Event(s)" means any professional development or other training service that we may schedule at a fixed time and with one or more facilitators or trainers provided by Positive Planet.

"Public Events" means training delivered by Positive Planet face-to-face at a public venue or a Positive Planet office, or online that anyone with a Positive Planet account can book onto.

"Asynchronous Training" means training that is online anytime and self-guided.

2. Quality and Standards

The Provider agrees to deliver training services with reasonable skill and care. Training events may be audio recorded for regulatory requirements and internal quality assurance purposes. All recordings are stored securely for three years and then deleted.

3. Intellectual Property

All intellectual property rights in training materials & trade marked course names, remain the property of Positive Planet. The Customer agrees not to reproduce, sell, hire, or copy training materials or certificates and not to use such materials except for reference purposes after the event. Audio or video recording of events by the Customer is prohibited unless granted permission by Positive Planet.

4. Invoicing and Payment Terms

Invoices will be issued prior to your event (typically 60 days before). Invoices are payable within 30 days of the invoice date unless otherwise specified. All quotes are given excluding VAT or local taxes; these will be included in your invoice.

Payment must be made in full 30 days before attending the training. Failure to not pay before the event could lead to the event being "Cancelled by the Customer" with the consequence that no training will take place, but the Customer will be liable for the training event. Delegates who have not paid in full prior to the training commencing will be prevented from undertaking the training.

5. Cancellation and Rescheduling

Cancellation by the Customer

More than 60 days before the event: Full refund on any amounts paid, full credit on any invoices raised.

Between 31-59 days before the event: 50% of the training course charges will be due immediately on the date of cancellation.

Less than 31 days before the event: 100% of the training course charges will be due immediately on the date of cancellation

Rescheduling by Customer

Upon rescheduling the Customer will still be liable for the full training course charges and these will need to be paid for in accordance with the original course dates. In addition, there will be a rescheduling charge equivalent to 35% of the full training costs for each rescheduling (due on the date of rescheduling).

Cancellation by Positive Planet: Positive Planet reserves the right to cancel the event at any time. In such cases, a full refund of all event fees paid will be provided, unless the cancellation is due to an event that makes it dangerous or onerous to attend (for example extreme weather-related events (snow, ice, rain) and extreme

travel events (for example strikes, cancellations, derailments). In such circumstances Positive Planet will use reasonable endeavours to Reschedule the event or refund the event fees at the discretion of the Customer.

Rescheduling by Positive Planet: Positive Planet reserves the right to reschedule the event at any time. In such cases, a 25% refund of all event fees paid will be provided.

6. Expenses and Disbursements

For face-to-face training, it is the responsibility of the participants to arrange and pay for their own travel and accommodation. Positive Planet is not responsible for any costs incurred by failure to obtain a visa or other travel documents.

7. Limitations of Liability

Positive Planet will not be liable for any loss of profit, loss of anticipated savings, loss of goodwill, loss of business opportunity, or any indirect, consequential, or special loss. Our total liability to you shall be limited to the amount of the total fees paid by you to us. Positive Planet accepts no responsibility for personal belongings or other items brought to events, or for technical faults affecting the delivery of the event.

8. Force Majeure

Positive Planet shall not be responsible for any breach of contract, nor for any loss or damage, resulting from any force majeure events, including pandemics, which are outside of our reasonable control. Positive Planet reserves the right to cancel, suspend, or vary the operation of this Contract if such events occur.

9. Miscellaneous

These Terms and Conditions and the booking process referenced herein constitute the entire agreement between the parties. No term of this Contract is intended to confer a benefit upon or be enforceable by any third party. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall not be affected. This Contract shall be construed in accordance with English Law, and the parties submit to the exclusive jurisdiction of the English Courts.

Part B: Private Training

1. Booking and Registration

After an initial enquiry, Positive Planet will liaise with the Customer to agree the content and date(s) of the event which will be held for 7 days until the Customer confirms the exact dates required. The Customer must return a list of all attending delegates within 7 working days of the event.

2. Delegate Transfers

Substitute delegates are allowed upon notification to Positive Planet, but the total number of delegates must not exceed the agreed number, unless additional places are requested. If additional places are required and can be accommodated within the approved train course, then the Customer accepts that an additional charge will be raised for all delegates over the agreed number and the charges will be made on a pro-rata basis using the approved booking. These additional charges must be paid for immediately.

3. Customer responsibilities

Event Venue

The Customer is responsible for arranging the venue and ensuring it complies with local health and safety regulations and provides a safe and suitable environment to support a focused training session free from interruptions and adverse hygiene factors (e.g. excessive heat, noise, interruptions & insufficient seats, space, light etc...)

The Customer will be responsible for the provision of all necessary equipment (screens, projectors, Wi-Fi, passwords etc..) and suitable refreshments for delegates & trainer.

The Customer is also responsible for the suitability, interest and engagement of the attendees, and needs to provide a full list of all attendees and brief all attendees that recording of the training event is prohibited.

Hosting Online

The Customer must ensure suitable IT equipment to allow for all attendees to have full, unrestricted and suitable access to the online training facilities. Positive Planet will provide a link to the online platform in advance of the training.

4. Positive Planet responsibilities

Trainer and training materials

Positive Planet is responsible for providing a competent trainer to deliver the agreed material and presentation for the event, this trainer will deliver the training, answer audience questions to the best of their ability, and encourage the group to fully participate in the agreed training.

In the event of illness Positive Planet will use reasonable endeavours to provide an alternative trainer, but of this is not possible the Customer will be entitled to a credit in accordance with Cancellation and Rescheduling clauses above.

Attendees Questionnaire

Positive Planet will ask all attendees to complete a post training event questionnaire to monitor attendee satisfaction and identify any shortfalls in the event. Any major shortfalls in the course can be raised by the Customer within 4 weeks of the course being run and all complaints will be handled by the CEO for Positive Planet.

5. Expenses and disbursements

For clarity the costs of any originally agreed expenses and disbursements will be included in the agreed charges for training event. However, any subsequent changes or requests that introduce, increase or change any originally agreed costs (such as changes to travel, accommodation, subsistence, room hire, catering, materials and incidentals) will give rise to an additional expenses charge, and these must be paid before the event.

Part C: Public Events

1. Delegate Registration

Bookings for Public events must be made via the Eventbrite website. Each registration is for one person only. The Customer will receive confirmation details upon booking.

2. Joining/Attending Instructions and attendee vetting

A confirmation email will be sent on booking and an email containing the event details will be sent 7 days before the event

Positive Planet reserves the right to refuse entry to all events on the basis that the attendee poses a threat of disrupting the event, seeks to see and copy Positive Planet course content, or steal Positive Planet Intellectual property, in such cases no refund will be provided to the excluded party.

3. Delegate Transfers

Substitute delegates are allowed up to 24 hours before the event upon notification to Positive Planet.

4. Pricing and Payment

Pricing will be displayed on the Eventbrite web page prior to registration. Payment is due at the time of booking for credit/debit card payments or upon invoice terms for account payments.

5. Cancellation and Changes by Positive Planet

Positive Planet reserves the right to cancel the event at any time and will provide a full refund of event fees paid in such cases. Changes to the event will be notified, and the Customer has 3 working days to cancel for a full refund.

6. Liability

Positive Planet will not be liable for any loss of profit, loss of anticipated savings, loss of goodwill, loss of business opportunity, or any indirect, consequential, or special loss. Our total liability to you shall be limited to the amount of the total fees paid by you to us. Positive Planet accepts no responsibility for personal belongings or other items brought to events, or for technical faults affecting the delivery of the event.

Part D: Asynchronous Training

1. Individual Delegate Registration & delegate vetting

Individual delegate registrations must be made via the Eventbrite website. Each registration is for one person only and is non-transferable. The delegate must not transfer, share, transfer or sell their access to the Asynchronous training event and agrees to be liable for financial damages if they knowingly breach this condition.

Furthermore, the delegate agrees not to reproduce, sell, hire, or copy training materials or certificates and not to use such materials except for reference purposes after the event. Audio or video recording of events by the Customer is prohibited unless granted permission by Positive Planet.

Positive Planet reserves the right to refuse entry to all Asynchronous training events on the basis that the attendee seeks to see and copy Positive Planet course content for their (or their employers) financial gain, or steal Positive Planet Intellectual property, in such cases no refund will be provided to the excluded party.

2. Package Information

Purchases of a package of delegate registrations and / or package of different training courses – will be restricted to the list of named individuals provided and each individual (and the Customer) agrees that their individual access will only be used by the listed individual and that they are non-transferable.

3. Access Instructions

Access details will be provided via email upon registration.

4. Pricing and Payment

Pricing will be displayed on the Eventbrite training page prior to registration. Payment can be made by credit/debit card or invoice, and payment is due at the time of booking or upon invoice terms.

5. Time to access

The course content will be made available for a period of twelve months from the date of payment and can be accessed two times in that period. Thereafter the delegate / Customer will need to re-purchase a further 12m access via the Eventbrite website.

If the Customer fails to access the course within the twelve months purchased, then there will be no refund and access will require an additional payment.

6. Cancellation by Customer

The Customer has 14 calendar days from the point of purchase to cancel the training, provided that no training has taken place. No refunds will be given for cancellations under any other circumstances.

7. Cancellation by Positive Planet

Positive Planet reserves the right to cancel asynchronous training at any time and will provide a full refund of event fees paid in such cases to persons who have not accessed the training up to the date of the cancellation. For all persons who have accessed the training on or before the cancellation date there will be no refund.

If you have any questions, please contact us using this online query form. Definitions In these Terms and Conditions the following definitions shall apply:

Contact Information:

Positive Planet

[Contact Details]

[Online Query Form Link]

Acknowledgement

By signing below, the Customer acknowledges that they have read, understood, and agree to the terms and conditions outlined in this Contract.

Customer Name

Signature

Date

Positive Planet Representative

Signature

Date

This Contract is made and entered into as of the date signed by both parties.