



## March on Stress Limited: Terms and Conditions Relating to the Provision of Services

The following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services.

**Commencement Date:** the date on which the Services are undertaken.

**Customer:** the person or firm who purchases Services from the Supplier.

**Intellectual Property Rights:** all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, moral rights, rights in confidential information (including know-how and trade secrets).

**Acceptance:** the Customer's written acceptance of the Services (by ticking 'yes I accept these terms & conditions') set out in the booking description during the online booking process.

**Services:** the Services set out in the booking description provided during the online booking process.

**Specification:** the description or specification of the Services provided set out in the booking description provided by the Supplier to the Customer during the online booking process.

**Supplier:** March on Stress Limited.

**Supplier Materials:** the materials provided by the Supplier pursuant to the provision of the Services.

### 1. BASIS OF CONTRACT

1.1 The booking description constitutes an offer by the Supplier to purchase Services and shall be agreed when the Customer issues an Acceptance.

1.2 The contract constitutes the entire agreement between the parties.

### 2. SUPPLY OF SERVICES

2.1 The Supplier shall supply the Services to the Customer in accordance with the Specification.

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- 2.2 The Supplier shall use all reasonable endeavours to meet the requirements specified in the booking description.
- 2.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services
- 2.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3. CUSTOMER'S OBLIGATIONS**
- 3.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services; and
  - (b) provide the Supplier with suitable business accommodation, information and materials as the Supplier may reasonably require in order to supply the Services.
- 3.2 If the Supplier's performance of any of its obligations under the contract is prevented or delayed by any act or omission by the Customer:
- (a) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 3.2; and
  - (b) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 4. CHARGES AND PAYMENT**
- 4.1 The Charges for the Services shall be calculated in accordance with the Supplier's standard fee rates, as set out in the booking description.
- 4.2
- 4.3 The Supplier reserves the right to increase its standard fee rates. All amounts payable by the Customer under the contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**).
- 4.4 The Customer shall pay all amounts due under the contract in full in advance of the services provided without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 4.5 Discounted pricing is offered at the Supplier's discretion and can be withheld or withdrawn if sufficient proof of discount eligibility is not provided by the customer

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4.6 Discount codes apply only with prior approval of the Supplier and are not transferrable

**5. INTELLECTUAL PROPERTY RIGHTS**

5.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

5.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

5.3 All Supplier Materials are the exclusive property of the Supplier.

**6. CONFIDENTIALITY**

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 6 shall survive termination of the contract.

**7. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

7.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.2 Subject to clause 7.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer or any third party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and

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- (b) the Supplier's total liability to the Customer or any third party in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount owed to the Supplier by the Customer.

7.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

7.4 This clause 7 shall survive termination of the contract.

## **8. TERMINATION**

8.1 Without limiting its other rights or remedies, each party may terminate the contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of the contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due;
- (c) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

8.2 Without limiting its other rights or remedies, the Supplier may terminate the contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this contract on the due date for payment.

8.3 Without limiting its other rights or remedies, each party shall have the right to terminate the contract by giving the other party 30 days' written notice. In the event that the Customer elects to terminate the contract, charges may apply.

- 30 days or more before start date - no charge
- 14 - 29 days before start date – 50% of total cost
- 13 days or less before start date – 100% of total costs

8.4 Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1(b)) to clause 8.1(c), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this contract on the due date for payment.

## **9. CONSEQUENCES OF TERMINATION**

On termination of the contract for any reason:

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- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials which have not been fully paid for;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

**10. GENERAL**

**10.1 Assignment and subcontracting:**

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the contract and may subcontract or delegate in any manner any or all of its obligations under the contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the contract.

**10.2 Notices:**

- (a) Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

**10.3 No partnership:** Nothing in the contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

**10.4 Third parties:** A person who is not a party to the contract shall not have any rights under or in connection with it.

**10.5 Variation:** Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the contract, shall only be binding when agreed in writing and signed by the Supplier.

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- 10.6 Governing law and jurisdiction: This contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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