



# Manley Talks Ltd

## Terms and Conditions

### 1. SPEAKING, TRAINING AND CONSULTANCY CHARGES

- 1.1 Course fees include the attendance of the specified number of training consultants/speakers as agreed.
- 1.2 Course charges do not include meals, travel, accommodation, or any other expenses incurred which will be charged at cost to the client in addition to the specified fee.
- 1.3 The client shall be responsible for all expenses relating to the course venue including refreshments for participants and/or Manley Talks Ltd. consultants/speaker.
- 1.4 Mileage is charged at 45p/mile by car, first class rail fare, economy air fare up to 4 hours flying time, First/Business class airfare over 4 hours flying time.
- 1.5 All charges exclude Value Added Tax, which will be added where applicable at the ruling rate and according to UK tax law.

### 2. CANCELLATION OR RE-SCHEDULE OF AGREEMENT BY CLIENT

- 2.1 If the client cancels the Agreement, as described in paragraph 5.1 below, the following charges will be payable;
  - (i) If cancelled within one month of the start date = 100% of agreed fees.
  - (ii) If cancelled outside one month, but within two months, of the start date = 50% of agreed fees.
- 2.2 If the client re-schedules the Agreement, the following charges will be payable;
  - (i) If re-scheduled to take place within 3 months of the original date, there will be no charge.
  - (ii) If re-scheduled outside of 3 months from the original date, a 20% fee will apply.

### 3. CANCELLATION OR DELAY OF AGREEMENT BY MANLEY TALKS

- 3.1 Manley Talks Ltd. will not be liable for any cancellation or delay in non-performance of its obligations hereunder caused by an event beyond the control of Manley Talks Ltd. including; illness of staff, acts of God, war, terrorism, fire, strike, flood, acts of civil commotion or any acts or omission of a supplier sub-contractor or third party.

#### 4. AUDIO VISUAL REQUIREMENTS

Unless otherwise agreed verbally and/or in writing, the following audio visual equipment will be supplied at the venue by the client;

- 4.1 Data projector of sufficient luminosity as to ensure adequate visibility by all delegates present.
- 4.2 HDMI/VGA data lead to connect projector to Manley Talks Ltd. provided computer.
- 4.3 Audio output from computer with sufficient amplification to ensure all delegates present can hear with ease.
- 4.4 Voice amplification through a lapel microphone may be required dependent on size and acoustic properties of the venue and/or event filming requirements, and will be agreed in consultation with the venue provider, client and Manley Talks Ltd. representative.
- 4.5 Additional equipment and connectivity may be required by Manley Talks Ltd. and will be agreed in writing separately and in advance of the event.
- 4.6 Maintenance and availability of all AV equipment will be the responsibility of the client.

#### 5. GENERAL

- 5.1 An "Agreement" to supply consulting, training or speaking services can be made verbally, in writing through the Contract of Service, by letter or email and is considered to be binding of both parties. Verbal agreements must always be confirmed in writing.
- 5.2 Unless the parties agree in writing to the contrary, Manley Talks Ltd. may carry out its obligations under this Agreement by the use and employment of suitably qualified employees and/or sub-contractors.
- 5.3 The training and/or consultancy and/or speaking provided under this Agreement are at the client's request. The client accepts responsibility for verifying that the training and/or consultancy and/or speaking services are suitable for the client's requirements. Manley Talks Ltd. will use all reasonable skill and care in the preparation and delivery of its services under this Agreement.
- 5.4 Manley Talks Ltd. liability for loss and damage (whether arising in contract, tort or otherwise) shall be limited to a claim for damages. The maximum aggregate liability of Manley Talks Ltd. will be the specified charges for the training or the services agreed herein.
- 5.5 By signing the **Contract of Service** the client acknowledges that they have read and understood Manley Talks Ltd Terms and Conditions and agrees to be bound by the Terms and Conditions. The client further agrees that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and this Agreement supersedes and cancels all previous written and oral Agreements and communications relating to the subject matter of this Agreement.
- 5.6 Privacy of Information - please refer to the Privacy Policy on Manley Talks Ltd. website.