

Terms & Conditions

1) DEFINITIONS

“Goods” means any goods and/or services provided by 2sleep as ordered by the Client

“Company” means 2Sleep.

“Client” means the person, firm or company placing an order with the Company.

2) APPLICATION

These terms and conditions apply to any provision of services or materials by the Company to the Client.

3) FORMATION OF CONTRACT

All Goods sold by the Company are sold subject to the Company’s standard terms and conditions (as detailed below) which form part of the Client’s contract with the Company. Terms and conditions on the Client’s order form or other similar document shall not be binding on the Company.

4) QUOTATIONS

The prices, quantities and delivery time stated in any quotation are not binding on the Company. They are commercial estimates only which the Company will make reasonable efforts to achieve.

5) ORDERS

5.1 Orders for sleep seminars to be run at a clients’ venue will be deemed to have been placed when an email confirmation has been either received from a responsible executive of the client company or an email confirmation has been sent by 2sleep to the client.

5.2 Orders for bookings for sleep seminars run by 2sleep will be deemed to have been placed when an email confirmation and invoice has been sent to an individual or a responsible executive of a client company.

6) RIGHT TO SUB CONTRACT

Unless otherwise agreed the Company shall be entitled to sub-contract all or any part of the work.

7) TIMETABLE / CONTENT

The Company will supply the services or materials quoted on the client invoice. Changes requested by the client after the issue of an invoice such as seminar content, length, date, delegate numbers or times may result in further costs to the client..

8) COPYRIGHT / USE OF MATERIALS

8.1 The Client acknowledges that the rights to 2sleep presentations and 2sleep resource materials are owned by 2sleep and that they are protected by United Kingdom copyright laws, international treaty provisions and all other applicable national laws.

8.2 The 2sleep handout materials and content in the pack may be used or reproduced for information purposes only. In these circumstances Clients who have been given 2sleep handout materials as part of attending a 2sleep seminar can reproduce 2sleep handout materials without fee or prior permission but should always ensure that 2sleep handout materials be referenced as the 2sleep resource pack.

8.3 The 2sleep handout materials in the pack must not be reproduced or content copied to support presentations delivered by the client / non 2sleep training or seminars.

8.4 The 2sleep presentation slides and their content must not be reproduced, copied or used to support presentations delivered by the client / non 2sleep training or seminars. The 2sleep presentation slides and their content remain at all times the intellectual property of 2sleep.

8.5 The 2sleep handout materials/ pack are not for resale.

9) PAYMENTS

9.1 Payment for training sessions / seminars to be run at a Client’s venue is due upon delivery of the training session / seminar. An invoice will be issued at the time that the booking is confirmed with the Client. In the event of cancellation of the confirmed booking a cancellation charge will / may apply depending on the notice given. (Please see 10) Cancellation)

9.2 Late payment for a training session / seminar may result in interest being charged by 2sleep on the amount outstanding before and after judgement at the rate of five (5) percent above the Base Rate of Barclays Bank plc in force from the due date until the date of payment. In addition, invoices unpaid for more than 60 days after the training session / seminar completion date will incur a surcharge of either £30 or 5% of the outstanding amount, whichever sum is greater.

9.3 New clients or other clients out of terms may be expected to pay in advance for their services.

9.4 Payment for a training session / seminar booked by an individual / organisation but run by 2sleep is due within 14 days of a booking being made by a Client. A confirmation email and invoice will be issued at the time of booking and must be paid within 14 days to secure the booking.

9.5 If any amount of an invoice is disputed then the Client shall inform the Company of the grounds for such dispute within seven days of delivery of the goods and shall pay to the Company the value of the invoice less the disputed amount in accordance with these payment terms. Once settlement of the dispute has been agreed, any sum then outstanding shall also be payable in accordance with these payment terms.

9.6 The Company reserves the right to increase a quoted fee in the event that the client requests a variation to the work agreed.

10) CANCELLATION

10.1 In view of the nature of 2sleep training service, all bookings – once confirmed and invoiced by the Company – will be subject to cancellation charges.

10.2 Cancellations for confirmed training sessions / seminar bookings to be run at a Clients venue notified to 2sleep within 4 weeks (28 days) of the training session / seminar delivery date will incur a charge (if applicable) for any travel / accommodation costs for presenters involved in the delivery of the training session / seminar and / or administration / materials costs that have been incurred by 2sleep for the training session / seminar upon receiving confirmation of booking by the Client.

10.3 Cancellations for confirmed training sessions / seminar bookings to be run at a Clients venue notified to 2sleep within 3 weeks (21 days) of the training session / seminar delivery date will incur a charge of 25% of the seminar cost plus any travel / accommodation costs for presenters involved in the delivery of the training session / seminar incurred by 2sleep for the training session / seminar upon receiving confirmation of booking by the Client.

10.4 Cancellations for confirmed training sessions / seminar bookings to be run at a Clients venue notified to 2sleep within 2 weeks (14 days) of the training session / seminar delivery date will incur a charge of 50% of the seminar cost plus any travel / accommodation costs for presenters involved in the delivery of the training session / seminar incurred by 2sleep for the training session / seminar upon receiving confirmation of booking by the Client.

10.5 Cancellations for confirmed training sessions / seminar bookings to be run at a Clients venue notified to 2sleep with less than 2 weeks (13 days) notice of the training session / seminar delivery date will incur a charge of 100% of the training session / seminar cost..

10.6 Cancellations for confirmed training sessions / seminar bookings booked by an individual / organisation but run by 2sleep notified to 2sleep within 3 weeks (21 days) of the booked training session / seminar date will be eligible for a full refund. Cancellations received later than 3 weeks (21 days) prior to the booked training session / seminar date will not be eligible for a refund but depending on availability bookings may be transferred to an alternative training session / seminar date within six months of the original booking.

11) DELIVERY / COMMUNICATION

11.1 The majority of communications with clients are despatched electronically by email and shall be deemed as having been delivered when the email has been opened by the client.

11.2 The Company reserves the right to substitute conventional delivery methods without notice or penalty should electronic despatch prove inconvenient; in which case delivery by the Company will be deemed to have taken place when the materials are handed to the custody of the Client at his premises or to a deputed messenger or courier when posted. The Company will be entitled to charge the Client for any expenses of delivery other than normal postage charges.

12) NOTICE

All written notices to be served on or given to the client shall be sent or delivered to the client's principle place of business and shall be treated as having been given upon receipt.

13) CONFIDENTIALITY

Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material without written permission by the other party. This provision shall not, however, apply to information or material which is, or becomes, public knowledge by means other than by breach by a party to this clause.

14) WARRANTY

14.1 The Company warrants that it has the right to provide the Goods but otherwise the Goods are provided on an "as-is" basis

without warranty of any kind, express or implied, oral or written including, without limitation, the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Goods are suitable for the purposes intended by the Client.

14.2 The Company warrants that the Goods will be supplied using reasonable care and skill. The Company does not warrant that the Goods supplied are error-free, accurate or complete.

14.3 Both parties warrant that they are registered under the Data Protection Act in respect of the collection, processing and use of the Goods. Each party will comply with the Act including but not limited to its obligations in respect of any personal data which it may supply to or receive from the other party.

14.4 The Client acknowledges that the Company is required to uphold at all times, in letter and in spirit, the British Codes of Advertising and Sales Promotion.

15) LIMITATION OF LIABILITY

15.1 The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods. Any liability of the Company shall in any event be limited to the licence fees paid by the Client in the year in which the event of default arises.

15.2 Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.

15.3 The Client shall fully indemnify the Company against any liability to third parties arising out of the Client's use of the Goods.

16) FORCE MAJEURE

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

21) GOVERNING LAW

These Terms of Trading shall be subject to and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.