

4D STRATEGIC CONSULTING LIMITED GENERAL TERMS AND CONDITIONS POLICY

Terms & Conditions

4D Strategic Consulting Limited is a registered Limited Company.

Registration Number - NI654525.

The following are the general terms and conditions by which:

- you agree to make use of 4D Strategic Consulting Limited products and services
- we agree to provide our products and services.

They should be read in conjunction with other policies provided by 4D Strategic Consulting Limited.

1 DEFINITIONS

In these Conditions the following expressions shall have the following meanings:

"Portfolio" - the list of current training courses, consultancy and facilitation services provided by 4D Strategic Consulting

"Open Courses" – generic training courses offered by 4D Strategic Consulting provided at premises selected by 4D Strategic Consulting and attended by Delegates from Customers,

"In-House Courses" – generic training courses offered by 4D Strategic Consulting provided at a Customer's premises and attended by Delegates from the Customer,

Tailored courses – training courses designed specifically for a customer for delivery to the customers employees.

Courses – the use of this term refers to open courses, in house courses and tailored courses as appropriate throughout these terms and conditions.

"Customer" - the person, firm or corporation identified as enrolling a Delegate on a Course by way of a Confirmation,

"Confirmation" - written confirmation of a Course sent by the Customer to 4D Strategic Consulting "Delegate" - a person attending a Course,

"Course Materials" - any documentation, listings, instructions and statements in either machine readable or printed form

2 BASIS OF THE CONTRACT

All contracts for Courses, consultancy and facilitation services shall be made subject to these Conditions unless expressly varied by 4D Strategic Consulting in writing.

All bookings for a Course must be supported by a Confirmation from a Customer.

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Course Materials, invoice or other document or information issued by 4D Strategic Consulting Limited shall be subject to correction without any liability on the part of 4D Strategic Consulting Limited.

3 GUARANTEES

4D Strategic Consulting guarantees that training courses, consultancy and facilitation services supplied hereunder will be:

- delivered in a professional manner in accordance with generally recognised practices and standards;
- provided by an appropriately experienced person to deliver such services.
- Provided using suitable materials as appropriate for the service to be delivered

4 EXTENT OF SERVICES

4D Strategic Consulting reserves full control over how it carries out its professional training, consultancy and facilitation services.

The contents of the Portfolio are intended for general guidance only and do not form part of any contract and 4D Strategic Consulting Limited reserves the right to make any reasonable variations to the Courses (including the content of the Courses) without notice to the Customer.

All Courses are delivered solely in the English language. It is the role of the Customer to ensure Delegates are sufficiently proficient with the English language before attending a Course.

5 AUTHORISATION & OBLIGATIONS OF THE CUSTOMER

In all cases the Customer undertakes to bring these Conditions to the attention of its Delegates and to ensure that Delegates attending a Course are suitably qualified and experienced to attend the Course in accordance with any published prerequisites.

Private Individuals are required to make full payment at the time of booking a course.

6 FEES/CHARGES

4D Strategic Consulting Limited is not currently VAT registered and all prices quoted for training courses, consultancy and facilitation costs are the full and final payment price (unless otherwise agreed between 4D Strategic Consulting Limited and the Customer or where additional expenses are required to be paid to 4D Strategic Consulting Limited). We reserve the right to register for VAT at any time and as such will apply as appropriate the rate of VAT to any charges or fees identified.

Prices quoted are inclusive of tuition, Course Materials, and the reasonable use of materials, publications by the Delegate for the period of the Course.

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The price does not include any travel, accommodation or living expenses which the Delegate may incur in attending the Course. That is the responsibility of the Delegate
4D Strategic Consulting Limited reserves the right to change its prices for services at any time.

7 PAYMENT TERMS

Training Courses

4D Strategic Consulting Limited will raise and issue an invoice upon receipt of a Booking by a Customer where payment has been made through the Pay by Invoice channel or through direct contact with 4D Strategic Consulting Limited.

Invoices must be paid in advance of the delivery of the training course.

Once you have received an invoice in order to secure a booking the customer must provide the following:

- A confirmation email confirming agreement to pay for the delegate(s) participating on the course must be provided by the customer paying the invoice and sent to 4dstrategicconsulting@gmail.com in order to secure the course booking; Or
- Similarly where a Purchase Order system is in place the corresponding PO number or Purchase Order will need to be provided to secure a course booking.
- Payment must be made at least 10 days in advance of the course delivery, unless alternative arrangements have been expressly agreed with 4D Strategic Consulting Limited.
- In the event that the course occurs within 10 days of the invoice being issued, confirmation (as above) and payment should be made at time of booking to secure a booking unless alternative arrangements have been expressly agreed with 4D Strategic Consulting Limited.
- Failure to ensure payment prior to the course, will result in the attendee being refused entry to the course. In this event, payment will still remain payable.

Payment for Consultancy and Facilitation Fees

- Advance confirmation to pay the agreed fees (and if appropriate expenses) either through a purchase order or written form will secure the work agreed to be completed.
- Customers will be invoiced for the agreed fees after completion of any consultancy or facilitation work, or within shorter periods for long-term assignments, as agreed in writing with the Customer.
- Invoicing will take place up to 7 days following the completion of the work and payment will be due within 21 days of receipt of the invoice.

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8 SUBSTITUTIONS, TRANSFERS AND CANCELLATIONS BY THE CUSTOMER

The Customer may substitute a Delegate on a Course upon notifying 4D Strategic Consulting Limited in writing at no additional charge subject to the new Delegate meeting any published prerequisites

The Customer may change the date of attendance of a Delegate (subject to availability) or cancel attendance at a course subject to the following scale of charges by giving notice in writing to 4D Strategic Consulting Limited at least 14 days prior to the date of training course delivery. In such instances, where changing the date is not feasible, a full refund will be provided

Cancellations made between 8 days and 13 days prior to the event delivery will result in a 50% refund, or where available, a transfer onto another course which has been scheduled without incurring a cost.

Cancellations made up to 7 days of the course will be subject to 100% charge of the amount and no re-allocation to future courses will apply.

In relation to transfers the Customer agrees that if a replacement booking is not confirmed within 7 days then the full Course fee shall become immediately due and payable.

A customer will only be able to transfer delegates on 2 occasions after which the delegate must attend a course or the customer will be subject to the above cancellation stipulations.

9 CANCELLATIONS AND CHANGES TO COURSES BY 4D STRATEGIC CONSULTING LIMITED

4D Strategic Consulting Limited reserves the right to cancel or change a Course and undertakes to provide reasonable notice of the cancellation or change, subject to the provisions under Force Majeure below.

10 PREREQUISITES & ADMISSION

4D Strategic Consulting Limited reserves the right to refuse or curtail the provision of any Course if a Delegate or substitute Delegate attending on behalf of the Customer fails to satisfy the published prerequisites in respect of any Course.

4D Strategic Consulting Limited reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for admission to a training course, consultancy or facilitated event or to remove any such person at any time after the commencement of an event /Course.

11 COPYRIGHT

Copyright and all other intellectual property rights in all Course Materials shall remain the property of 4D Strategic Consulting Limited.

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The Customer agrees not to reproduce, sell, hire or copy any materials (in whole or in part) used by 4D Strategic Consulting Limited in the delivery of consultancy, training and facilitation services.

12 FORCE MAJEURE

4D Strategic Consulting Limited shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or any other cause beyond its reasonable control ("Event of Force Majeure").

4D Strategic Consulting Limited is unable to perform its duties and obligations under this contract as a direct result of the effect of an Event of Force Majeure it shall give written notice to the Customer, of such inability stating the cause in question.

The operation of these Conditions shall be suspended during the period in which the Event of Force Majeure continues to have effect.

13 LIMITS OF LIABILITY

4D Strategic Consulting Limited's entire liability and the Customer's sole remedies in respect of any claim under this contract or otherwise shall be limited to damages which, save as otherwise provided, shall be limited to the value of any fees payable for any Course booked, or any consultancy or facilitation fee agreed.

Nothing in this contract shall limit or exclude 4D Strategic Consulting Limited's liability for death or personal injury caused by the negligence of 4D Strategic Consulting Limited in the performance of any of its obligations under this contract.

4D Strategic Consulting Limited will under no circumstances be liable to the Customer for any direct or indirect loss of profits, sales, business or revenue howsoever caused, loss of goodwill or reputation, business interruption, consequential loss or loss of data.

4D Strategic Consulting Limited will not be liable for any and all liability and loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Customer whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings brought against the Customer by any third party claiming relief against the Customer by reason of the use to which the instruction and advice obtained on any Course is put by the Customer or by any party with the authority of the Customer.

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14 PERSONAL BELONGINGS

Personal belongings and items belonging to or in the possession of the Customer or any Delegate brought onto premises where training is taking place are the sole responsibility of the owner and 4D Strategic Consulting Limited accepts no responsibility for such items

Delegates using any car parking facilities provided at any premises do so entirely at their own risk and 4D Strategic Consulting Limited does not accept any responsibility for damage, accident or loss resulting from such usage.

15 GENERAL

If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the contract the other Conditions shall continue in full force and effect.

These terms and conditions and the subject matter referred to within are governed by the laws of Northern Ireland and therefore will be subject to the jurisdiction of Northern Ireland Courts.

16 CONTACT INFORMATION

To contact us, please email 4dstrategicconsulting@gmail.com