

## **FORENSIC MINDS - TERMS AND CONDITIONS**

### **TERMS AND CONDITIONS 2019**

#### **1 ABOUT US**

##### 1.1 Company details.

We are Forensic Minds (“we”, “us”, “our”). Our registered office is at 9 Burdock Close, Wymondham, Norfolk, NR18 0YE

##### 1.2 Contacting us.

You can contact us by telephone on one of the following numbers: 01953 607150 or 07884 447790. You can also email us at info@Forensicminds.co.uk or contact us through our website at www.Forensicminds.co.uk.

#### **2 OUR CONTRACT WITH YOU**

##### 2.1 Our Contract.

These terms and conditions (the “Terms”) apply to your Booking and our supply of Services to you (the “Contract”).

##### 2.2 Entire agreement.

The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

#### **3 QUOTATIONS, MAKING A BOOKING AND ACCEPTANCE**

##### 3.1 Enquiries and quotations.

You can make an enquiry with us over the phone, email, text or social media messaging or through our website. We will then provide you with a quotation for our services for information only. It is not a legal offer to provide the services. Quotations are valid for 30 days from date of issue unless we have an agreement to extend this.

##### 3.2 Making a booking.

Having received a quotation from us, you can make the booking over the phone or by email. We will then send you a Booking Confirmation (“Booking Confirmation”) and an Invoice.

#### **4 CHARGES AND PAYMENT**

4.1 In consideration of us providing the Services you must pay our charges (“Charges”) in accordance with this clause 4.

4.2 The Charges reflect the prices quoted in our latest quotation, subject to any variation agreed between us. The final Charges are set out in our Invoice (“Invoice”). If you suspect that we have made a mistake in our calculation of the Charges then you must inform us immediately.

4.3 If you wish to change the scope of the Services after we accept your booking, and we agree to such change, we will modify the Charges accordingly.

4.4 You acknowledge that the Charges are based on the number of Participants set out in the Booking Confirmation. In the event that the number of Participants decreases from the number stated in the Booking Confirmation and you give notice of the decrease to Forensic Minds within 28 days of the first Event Date, Forensic Minds may (in its sole and absolute discretion) reduce the Charges to reflect the decreased number of Participants. However, Forensic Minds reserves the right to make supplementary charges for any fixed-cost elements in the Booking Confirmation or Specification. If you fail to give 28 days' notice of any decrease in the number of Participants, Forensic Minds reserves the right to charge the Charges in full based on the original number of Participants.

4.5 In the event that the number of Participants increases from the number stated in the Booking Confirmation, Forensic Minds shall be entitled to increase the Charges for the Services and you shall pay any increased Charges on demand.

4.6 Unless we have expressly agreed alternate payment arrangements with you, you must pay the Charges in full in pounds sterling within fourteen days of the Invoice Date, unless the date of the event is within fourteen days of the Invoice Date in which case the Charges will be payable immediately in full. If you are based outside of the UK, you shall assume the risk of any change in currency rates.

4.7 We will not be obliged to provide the Services and shall have no liability to you for cancelling the Services, if you have not made payment in full as set out above.

4.8 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

## **5 CANCELLING YOUR BOOKING AND OBTAINING A REFUND PRIOR TO THE DATE OF THE EVENT**

5.1 You may cancel the Contract by emailing us at [info@ForensicMinds.co.uk](mailto:info@ForensicMinds.co.uk) at any time prior to the date of the event.

5.2 Your entitlement to a refund depends on the amount of notice you give us:

A) If you notify Forensic Minds of the cancellation at least 14 weeks or more before the first Event Date, the Cancellation Fee shall be 50% of the total Charges

B) if you notify Forensic Minds of the cancellation less than 14 weeks before the first Event Date, the Cancellation Fee shall be 100% of the total Charges.

## **6 INTEREST**

6.1 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 16 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

## **7 OUR SERVICES**

7.1 Descriptions and illustrations.

Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

## 7.2 Compliance with specification.

Subject to our right to amend the specification (see clause 7.3) we will supply the Services to you in accordance with the specification for the Services appearing in our Booking Confirmation. Our Services will usually consist of organising and delivering an event.

## 7.3 Changes to specification.

We reserve the right to amend the specification of the Services (including once we have issued our Order Confirmation) if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

## 7.4 Reasonable care and skill.

We warrant to you that the Services will be provided using reasonable care and skill.

## 7.5 Time for activity.

Subject to clause 8 (Safety), the date of the event shall be of the essence. In recognition that extenuating circumstances can lead to events running late, we will use all reasonable endeavours to meet the performance times specified in the Booking Confirmation, but such times are estimates only. Our failure to perform the Services exactly in accordance with these times will not give you the right to terminate the Contract or otherwise incur any liability on our part.

## **8 SAFETY**

8.1 Without limitation, we reserve the right to refuse to provide the Services to participants whose behaviour contravenes these Terms or is otherwise dangerous or unlawful and to those who are under, or are suspected to be under, the influence of alcohol or drugs. Forensic Minds shall not be liable to refund you any sum in respect of a Participant who is not permitted to attend or be involved in the Event in accordance with this clause.

8.2 If the Services are to be provided at your premises, you shall allow Forensic Minds, its officers, employees, agents, consultants and subcontractors access to those premises and any other facilities to the extent required for Forensic Minds to properly provide the Services. You shall also ensure that the premises are in a safe and secure condition in accordance with all Applicable Laws to enable the Services to be carried out by Forensic Minds.

8.3 You acknowledge that Forensic Minds shall not be responsible for providing any first aid assistance during the Event.

## **9 YOUR OBLIGATIONS**

9.1 It is your responsibility to ensure that:

9.1.1 the terms of your booking are complete and accurate;

9.1.2 you co-operate with us in all matters relating to the Services;

9.1.3 all participants:

9.1.3.1 conduct themselves in a courteous and polite manner at all times;

9.1.3.2 listen to and follow the instructions given by our staff

9.1.3.3 have notified us in advance of the event of any medical conditions they have which may affect their participation;

9.1.3.4 are aware of our photography policy (please see clause 13.2 for further details) and inform us in advance if they do not want to be photographed or recorded whilst participating in the event;

## **10 INSURANCE**

We maintain public liability insurance cover in the amount of £5 million per claim. Enhanced insurance cover can usually be arranged by prior request. Additional terms and charges may apply.

## **11 INTELLECTUAL PROPERTY RIGHTS**

11.1 All intellectual property rights in or arising out of or in connection with the Services will be owned by us.

11.2 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you. For example, if you have asked that we customise our materials with your branding.

## **12 HOW WE MAY USE YOUR PERSONAL INFORMATION**

12.1 We will use any personal information you provide to us to:

12.1.1 provide the Services;

12.1.2 process your payment for the Services; and

12.1.3 inform you about similar services that we provide, but you may stop receiving these at any time by contacting us to request this.

12.1.4 Further details of how we will process personal information can be found on our Privacy Policy <https://www.forensicminds.co.uk/assets/resources/PrivacyPolicy.pdf>

12.2 From time to time we photograph or record video of events for publicity purposes. If a participant does not want to feature in these photographs or recordings, then they should notify us as soon as possible.

## **13 LIMITATION OF LIABILITY**

13.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

13.1.1 death or personal injury caused by negligence;

13.1.2 fraud or fraudulent misrepresentation; and

13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.2 Subject to clause 14.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

13.2.1 loss of profits;

13.2.2 loss of sales or business;

13.2.3 loss of agreements or contracts;

13.2.4 loss of anticipated savings;

13.2.5 loss of use or corruption of software, data or information;

13.2.6 loss of or damage to goodwill; and

13.2.7 any indirect or consequential loss.

13.3 Subject to clause 14.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the total Charges paid under the Contract.

13.4 We have given commitments as to compliance of the Services with the relevant specification in clause 7.2. In view of these commitments, the terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.5 Unless you notify us that you intend to make a claim in respect of a breach of contract or law within the notice period, we shall have no liability for that breach of contract or law. The notice period starts on the day on which you became, or ought reasonably to have become, aware of the event (giving rise to the claim) having occurred and expires six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13.6 This clause 14 will survive termination of the Contract.

## **14 CONFIDENTIALITY**

14.1 We each undertake that we will not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 15.2.

14.2 We each may disclose the other's confidential information:

14.2.1 to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 15; and

14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

## **15 TERMINATION**

15.1 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

15.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within five working days of you being notified in writing to do so;

15.1.2 you fail to pay any amount due under the Contract on the due date for payment;

15.1.3 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by Booking of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

15.1.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

15.1.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

15.2 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## **16 COMMUNICATIONS BETWEEN US**

When we refer to “in writing” in these Terms, this includes email.

## **17 GENERAL**

17.1 Force majeure. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for more than 2 months, the party not affected may terminate this agreement by giving 14 days’ written notice to the affected party. If the Event is cancelled as a result of an event beyond Forensic Minds’ control (including, without limitation, adverse weather conditions), Forensic Minds shall not be liable to refund the Charges. In these circumstances, Forensic Minds will use its reasonable endeavours to re-arrange the cancelled Event at an alternative time and date and shall be entitled to charge you for any additional costs or expenses incurred in connection with the re-arranged Event.

17.2 Anti-bribery. We comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010.

### 17.3 Assignment and transfer.

17.3.1 We may assign or transfer our rights and obligations under the Contract to another entity.

17.3.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

17.4 Variation. Any variation of the Contract only has effect if it is in writing and signed by us (or our authorised representative).

17.5 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

17.6 Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.7 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

17.8 Governing law and jurisdiction. The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.