



hello@curiosityspot.co.uk
T. 07889 469 583
curiosityspot.co.uk

WORKSHOP TERMS AND CONDITIONS

The following terms and conditions apply to any workshops or a series of workshops ("Workshop") organised or provided by Louise Lucas ("we" or "us"). Please ensure you have read and understand the following:

1. Acceptance of terms and conditions

By accepting our proposal or quotation for a Workshop (whether orally or in writing, you are agreeing to the terms and conditions set out below ("Terms") and they will be incorporated into the contract between us ("Contract") in priority to any other competing terms or industry practice. You will ensure that your employees, partners, agents, contractors, subcontractors and any other person attending the Workshop on your behalf shall comply with these Terms. The Contract is formed when we send you a booking confirmation.

2. Payment

The fee for attending the Workshop ("Workshop Fee") will be as stated on the proposal, quotation or invoice for the relevant Workshop. Prices are exclusive of VAT except where expressly stated otherwise. All payments for the Workshop Fee must be made in at least 2 days prior to the date of the Workshop. If full payment is not received 2 days prior to the date of the Workshop, your order will be cancelled and the payment of any refund of any amounts already paid to us will be at our complete discretion. You will remain liable to pay us the full amount for the Workshop as we will have held the space in our diary, turning down other opportunities and have spent time preparing for the Workshop. Payment will be made as specified on our invoice.

You shall reimburse us for all travel, accommodation and other subsistence costs and all other expenses incurred by us in providing the Workshop,



subject to us providing you with valid receipts and/or mileage claims. Mileage shall be reimbursed at 45p per mile. Airplane travel over 4 hours shall be business class. Train travel shall be business class.

Refunds

All orders for the Workshop shall be non-refundable except as set out in paragraphs 4 and 5 below.

Cancellation

There may be circumstances in which we need to cancel the Workshop. In such circumstances, we will provide you with a full refund of the amount of the Workshop Fee that you have paid to us at such point and we will make every effort to provide you with such refund within 30 days of the date of cancellation. We shall have no liability other than to refund as aforementioned in relation to any such cancellation.

3. Postponement or change to venue

There may be circumstances in which we need to postpone the Workshop or change the venue at which Workshop is to be held and if we do, we shall advise you of this as soon as we possibly can. If the postponement is for more than 3 months after the publicised date of the Workshop or the replacement venue is more than 25 miles away from the publicised venue, you may cancel your order by emailing us at hello@curiosityspot.co.uk and we shall provide you with a full refund of the amount you have already paid to us in relation to such Workshop.

4. Liability

Our sole liability in relation to any cancellation, postponement or change of venue shall be limited to the amount already paid by you for such Workshop. We shall not be liable under any circumstances for any consequential losses of any type whatsoever.

If we make any recommendations of or reference to any third party goods or services during the Workshop we make no warranty or representation as



to the quality or suitability of purpose and accept no liability if a participant chooses to enter into a contract with any such third parties.

5. Your obligations

If any of the participants in the Workshop act in any way which in our opinion is likely to cause any harm, nuisance or concern to any person at the Workshop, they will be required to leave the Workshop and we shall not be liable to refund any or all of your Workshop Fee or any other payment.

Where the Workshop is held at your venue, you agree to procure that all facilities reasonably requested by us are available at the requested time and date and you acknowledge that if such facilities are not provided adequately by the requested time and date we may be unable to provide the Workshop in which case the amount payable for the Workshop shall remain due and payable. You further agree to ensure that your venue complies with all Health & Safety legislation and any other applicable laws and regulations and shall indemnify us in relation to any liability that we suffer as a result of you breaching this clause.

We accept no liability for any damage to, loss of or theft of any of the participant's belongings or other items brought to the Workshop by them.

6. Promotional materials and materials at the Workshop

We shall not be liable for errors or omissions contained in any promotional materials or other materials used at the Workshop (including names and other contact details of participants).

We reserve the right to change the published programme of the Workshop (including the publicised speakers) or materials as we think fit.

7. Intellectual Property Rights



curiosityspot.co.uk
curiosityspotuk@gmail.com
07889469583

We are the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that we use within the Workshop (including course notes, slides, brochures, articles and case studies) and nothing in this agreement or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in such material or content to you, to any participant or to any other person.

You shall not at any time (and shall ensure that each participant shall not) copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials that we use in the Workshop.

We grant to you and each participant a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content or material used in the Workshop for the purposes for which the Workshop were provided only.

You shall not (and shall procure that each participant shall not) without our prior written consent make any audio or visual recordings of all or any part of the Workshop. We may from time to time make any audio or visual recordings of all or any part of the Workshop for any purpose. When using recordings other than internally, we shall ensure that no confidential information is disclosed. You warrant that you have obtained the consent of each participant to us filming and recording them during the Workshop and will let us know immediately if any participant withdraws such consent prior to them being filmed. You may take photographs (but not film) of the Workshop solely for internal purposes.

If we have agreed to provide the Workshop based on a certain number or type of participants attending, you may not take the ideas, concepts, methodologies or content or materials shared in the Workshop and distribute them in any way outside of the number or type of participants who were booked to attend the Workshop. If any of the aforementioned is so distributed outside of such number of agreed participants, you acknowledge



that this would be a breach of this licence [and that further payment will be required to take into account the increased distribution].

8. Data protection

We will communicate with the participants of the Workshop using the contact details provided by you for the purposes of the Workshop only. We will use and process their personal data in accordance with our Privacy Notice that you can view at <https://www.curiosityspot.co.uk/policies>

Travel, accommodation and refreshments

The participants of the Workshop shall be responsible for making and paying for their own travel and accommodation arrangements to and from the Workshop. If any participant is late to the Workshop or prevented from attending the Workshop due to travel delays or any other circumstances, we shall not be obliged to provide you with a refund or wait to start the Workshop until they arrive. No refreshments are included in the Workshop Fee and may be purchased from the venue at an additional cost.

9. Disability, medical conditions and dietary requirements

If any participant has any disability or medical condition that requires us to make special arrangements for them, please email us at hello@curiosityspot.co.uk as soon as possible and in any event at least 7 days prior to the date of the Workshop.

10. Limitations of Liability

Whilst every reasonable precaution is taken by us to ensure security and safety at the Workshop, we shall not in any way be liable for any loss or damage suffered by you or any participant whatsoever in relation to the Workshop.

Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, any fraudulent misrepresentation or any other liability for which it is unlawful to exclude or limit liability.



Our total liability for any matter arising out of the Contract shall in all circumstances be limited to the price paid by you for the Workshop and we shall not in any circumstances be liable to you for any consequential loss whatsoever.

If we are prevented from or delayed in performing our obligations under these terms by your act or omission (or by any act or omission of any participant) or by any circumstance outside of our control, we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms.

11. Governing law

These Terms shall be governed by English Law and you hereby submit to the exclusive jurisdiction of the English Courts.

