

# Terms & Conditions



These Terms and Conditions are for the provision of training by Now Go Create Ltd, a company registered in England and Wales under company number 07891798 whose registered office is at Ground Floor, Cromwell House, Andover Road, Winchester, SO23 7BT.

## Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement/Contract”	means the Agreement between Now Go Create Ltd and the Client which shall be deemed to incorporate these Terms and the terms on any individual Proposal
“Client”	means the person/company (including their employees, agents or assigns), who purchases and/or receives the service(s) from Now Go Create Ltd
“Delegate”	means the individual attending the training
"Fees"	means the price payable for Services
“In House Training”	mean the provision of bespoke training to a specific Client; delivered at its office or chosen venue, including online
“Open Training”	mean the provision of training, which are available to any client delivered at a training site of Now Go Create's choosing, including online.
“Parties”	means both Now Go Create Ltd and the Client, and Party shall refer to either one.
‘Proposal’	means the written scope of work provide by Now Go Create which contains its proposals for providing services to the Client.
“Services”	means any Consultancy, Speaking or Training Services, including training materials, which Now Go Create may supply and which the Client may request via the website(s)
“Website”	means the website(s) of Now Go Create Ltd on which it offers its Services.
“Writing”	includes electronic mail and comparable means of communication.

## The Contract

Any proposal provided by Now Go Create shall not constitute an offer and is only valid for a period of 28 days from its date of issue.

These terms and conditions should be read and accepted by the Client prior to purchase. The Client accepts that by purchasing any Services from Now Go Create they agree to be bound by these terms and conditions.

These Terms & Conditions and the proposal provided by Now Go Create constitute the entire contract between the parties.

Previous dealings between the Parties shall not vary or replace these terms or be deemed in any circumstances whatsoever to do so.

When ordering from this website The Client may be required to provide a username and password. The Client must ensure that they keep these details secure and do not provide this information to a third party.

The Client agrees to take particular care when providing Now Go Create with their details and warrant that

these details are accurate and complete at the time of ordering. The Client also warrant that the credit or debit card details that the Client provides is their own credit or debit card and that they have sufficient funds to make the payment.

Now Go Create will take all reasonable care, in so far as it is in its power to do so, to keep the details of their order and payment secure, but in the absence of negligence on its part Now Go Create cannot be held liable for any loss the Client may suffer if a third party procures unauthorised access to any data the Client provide when accessing or ordering from the website.

The contract is considered to start when the Client has confirmed acceptance of the proposal and these terms, and Now Go Create has positively acknowledged the Client's acceptance and receipt of any advance payment as stipulated in the proposal. (Start Date). They will remain in force for the period specified in the proposal. The Client should notify, and provide to, Now Go Create if a Purchase Order number is required at the time of booking.

The parties agree to do everything necessary to ensure that the terms of this contract take effect.

These Terms & Conditions apply to the contract to the exclusion of any other terms that the Client may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Any amendment or modification of this contract or additional obligation assumed by either party in connection with this contract will only be binding if evidenced in writing, signed by each party or an authorised representative of each party.

Any variation to the scope of consultancy or finalised training material will incur a charge based on time involved and any reprinting costs.

### **Delivery of Services**

Services specific to this Contract will be outlined in the Proposal or on the Now Go Create website.

Now Go Create reserves the right to make any changes in the specification of the services which are required to conform with any safety or other statutory requirements at any time during the term of the Contract.

Now Go Create work with Associates to deliver training. If associates of Now Go Create perform the services Now Go Create will continue to be responsible for the performance of the Services and its obligations under this contract.

Any additional services or variations to the services will only be undertaken upon acceptance of a separate agreement with all costs to be agreed by both parties, in writing, before the services commence.

Any delegate whose behaviour disrupts the learning for other people will be asked to leave, and the Client will be notified by the trainer at the first opportunity. Delegates who are asked to leave will still need to be paid for.

Whilst Now Go Create will take all reasonable steps to make training as inclusive as possible, participation in any training requires that Delegates are able to understand spoken English and write and read in English to a high level.

### **Open Training Courses**

A Delegate's place is not secured on the Open Course until the Client's payment has been received. Subject to any statutory cancellation period (for individuals only) no refund will be given in the event of cancellation by the delegate.

Now Go Create reserves the right to re-allocate the course place to another delegate if fees are not paid within 5 days of invoice or within four (4) weeks of the course start date.

Delegate substitution may be made at any time. Now Go Create must be notified, as soon as possible, in writing of the change of Delegate and provide with the new delegates full contact details. Changing the name of the delegate can be done once; otherwise will incur a £15 admin fee.

Now Go Create do not transfer places onto another of our workshops as standard. If a delegate needs to reschedule their place Now Go Create require as much notice as possible and will do what it can to accommodate the client. There is a fee for a change of date to another course (if the place is available), which covers Now Go Create's venue and admin costs. The course must be taken within 1 year of the original booking date. Clients/ Delegates should notify Now Go Create as soon as possible if they cannot attend.

It may be necessary for Now Go Create to change the content and timing of a course, the trainer, the date, or the venue. In the unlikely event of the course being cancelled by Now Go Create, a full refund will be made unless the Client transfers their booking to an alternative date/venue for the course. For all bookings, Now Go Create's liability shall be limited to the amount of the fee actually paid to Now Go Create by the Client. For this reason, Clients are encouraged to not to book travel or accommodation more than two weeks prior to any training date.

In the unlikely event of a replacement course being cancelled by Now Go Create, a full refund will be made.

### **In House Training**

Where Now Go Create are required to perform the Services on the Client's premises, the Client agrees to provide a full and safe working environment for Now Go Creates staff and associates including any relevant safety wear and equipment as may be necessary in performing the required Services.

The Client agree to ensure that Now Go Creates staff and associates are informed of all relevant health & safety requirements of the Client's site at the outset of any Services performed.

The Client agrees to have in place suitable employer's liability and public liability insurance at all times that the Services are performed by the Institute on their premises.

Corporate Clients (Clients who book in-house training courses) will be responsible for their employees and all obligations under these Terms, including but without limitation payment for Services. Corporate Clients shall make all reasonable efforts to ensure that any employees booked on training courses attend such courses.

Now Go Create reserves the right to invoice an additional amount for courses where the agreed maximum number has been exceeded, unless agreed upon prior to the course date. Now Go Create do not offer discounts for fewer delegates attending. Due to unforeseen circumstances, Now Go Create may need to cancel booked courses, in such cases it will offer the replacement future booking free of charge. Now Go Create do not provide compensation packages for courses that do not proceed.

### **E-learning**

This covers the purchase of any training course made available via our LMS LearningCart or using our online content in SCORM or other formats.

Unless given written permission by Now Go Create, you may not share your access code with any other person at any time. The software will alert us to any misuse and your access will be revoked.

You are permitted to download and print off one copy of the workbook for your personal use. The materials are not for re-sale or circulation amongst teams. Licenses are available for this purpose.

Please make sure you understand and respect the intellectual property and copyright notices on the course materials.

We do not give refunds. As soon as you log in to a course with your username and password, you lose your right to cancel, as is standard industry practice. If, however for any reason the course is not what you were expecting please contact us [lucy@nowgocreate.co.uk](mailto:lucy@nowgocreate.co.uk) and we will review each case on an individual basis.

### **Consultancy Services**

If the Scope radically changes, or it is anticipated that the project will take considerably longer than original planned, Now Go Create will provide a new Costing for the project. The Client can either agree to continue with the new fee structure or may exercise their right to terminate as per the Termination with Notice clause below. Now Go Create will endeavour to assist in rescheduling consultant days subject to sufficient prior notice.

## Speaking Services

Experience has taught Now Go Create that close collaboration with clients allows Now Go Create to align its expertise with the Client's goals and objectives to ensure the best audience experience possible. As a result, Now Go Create partner with the Client before, during and after the event. Prior to the Event Now Go Create will provide an outline of its proposed presentation content. Now Go Create will also provide a presenter bio for inclusion in the Client's promotional materials.

Now Go Create will deliver a presentation at the Client's event on the scheduled date and time detailed in the Proposal. Now Go Create will attend the Event sessions The Client identifies and network with the Client's audience members. In addition, Now Go Create will attend any ancillary events – such as receptions and dinners at the Client's request WHICH MAY INCUR ADDITIONAL FEES TO SPEAKER FEES AT OUR DISCRETION. Now Go Create will discuss specific on-site expectations during any pre-event planning call(s).

## Rescheduling

Now Go Create services may be rescheduled once only by written notice. Work rescheduled three months or more ahead of commencement will not be charged. Due to the extra time involved in rescheduling and to potential loss of chargeable business incurred, rescheduling will be charged at our discretion at the rates indicated below:

- Between 3 months and 6 weeks                      no charge
- Between 6 weeks and 1 weeks                      15% of agreed fee
- Less than a week    25% of agreed rate

## Fees and Payment

For all Open Training Courses all fees are payable at the time of booking by PayPal or BACS OR WORLDPAY/ CREDIT CARD/STRIPE.

For all other services, fees and a payment schedule specific to this contract will be outlined in our proposal. This will include any requirement for any booking fee payable in advance and any stage payments.

Fee rates are revised periodically. Now Go Create will give one month's notice of such revisions.

The fees as stated in the contract does not include Value Added Tax ("VAT"). VAT will be added at the prevailing rate. Our VAT number is GB 126 4673 10.

Additional charges may be applied for travel, accommodation and subsistence depending on the location where the Services are to be provided and the Term of this Contract. All additional charges will be agreed with The Client in advance.

Any disbursements incurred in relation to the provision of the services will be invoices at cost. No disbursements will be incurred without the Client's prior approval.

To ensure that shopping online is secure, the Client's debit/credit card details will be encrypted by Now Go Create's third-party payment handler to prevent the possibility of someone being able to read them as they are sent over the internet. The Client's credit card company may also do security checks to confirm it is the Client making the order.

In the event that this Contract is terminated by the Client prior to completion of the Services but where the Services have been partially performed, Now Go Create will be entitled to pro rata payment of the fees to the date of termination provided there has been no breach of contract on its part. Performance includes pre-course preparation.

Now Go Create's preferred method of payment is by BACS/Faster Payment. Bank details are on the invoice.

All invoices (other than those for open training courses) are payable within fourteen (14) calendar days of the invoice date.

If payment of the price or any part thereof is not made by the due date, Now Go Create may:

- Cancel the Contract or suspend any further provision of the Services to the Client with immediate effect. Any such period of suspension shall be disregarded for contractual time limits previously agreed for the completion of the Services,
- charge interest at 10% per annum above the Bank of England base rate on any amounts outstanding beyond the final invoice due date.
- Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to The Client. Now Go Create shall be entitled to submit such reminders on a weekly basis once the fees have become overdue.
- Charge the Client the costs of recovery of any outstanding amount including legal costs and disbursements.

### **Client responsibilities**

The Client acknowledge that Now Go Creates ability to provide the services is dependent upon the Client's full and prompt co-operation as well as the accuracy and completeness of any information and data the Client provides to Now Go Create.

Accordingly, the Client shall:

- in a timely manner, provide Now Go Create with access to, and use of, all information, data and documentation reasonably required by Now Go Create for the performance by Now Go Create of its obligations under the contract.
- ensure Now Go Create have any required access to the Client's premises or external training facility, and suitable space and facilities in which Now Go Create can deliver the services at the dates and times agreed
- agree to ensure that Now Go Creates staff and any associates engaged by Now Go Create are informed of all relevant health & safety requirements of the Client's site at the outset of any services performed.
- agree to have in place, at all times when the services are to be performed by Now Go Create on the Client's premises, suitable employer's liability and public liability insurance.
- ensure that all delegates have the required access for online training courses, wherever they are located.
- be responsible for their employees and all obligations under these Terms, including but without limitation payment for services. The Client shall use all reasonable efforts to ensure that any employees booked on training courses attend such courses.
- make any payments due to Now Go Create in a timely manner.
- Agree not to contract with any of Now Go Create's associates within one year of the associate delivering any services to the Client.

### **Access and Communication**

For all access issues please contact Now Go Create on the details below.

Now Go Create are committed to providing its Clients with a high-quality service that is professional, engaging, and effective. Clients can contact Now Go Create to discuss any issues with the services on 07769 703284, or by email at [claire@nowgocreate.co.uk](mailto:claire@nowgocreate.co.uk)

### **Online Disclaimer**

The Client's use of the Service is at the Client's sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied,

including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Now Go Create do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet the Client's requirements.

### **Notice of The Client's Statutory Right to Cancel (Individuals only)**

The Client (being an individual) will have the statutory right to cancel the Contract within 14 days, starting on the day after the Commencement Date (the Cancellation Period).

The Client will need to notify Now Go Create that they wish to cancel the Contract. The Client will need to cancel the Contract in writing, with a clear statement of their intention to cancel. The Client's statement should include the date the Services were ordered, their name, their address, and the date they are requesting the cancellation.

If the date of training falls within the Cancellation Period and the client attends the services will be deemed to have been fully performed and the Client's right to cancel will no longer apply and they will not be entitled to any refund.

After Now Go Create receives the notice of cancellation it will refund any money the Client has already paid to it within fourteen (14) days.

### **Termination by Notice**

Now Go Create services may be terminated by written notice. Work cancelled within three months may be charged as follows:

- Between 3 months and 6 weeks                      no charge
- Between 6 weeks and 3 weeks                      25% of agreed fee
- Less than 2 weeks                                      50% of agreed fee
- Less than one-week                                      Full fee

### **Termination without Notice**

Now Go Create reserves the right to terminate the contract with immediate effect in the event of any of the following:

- The Client passes a resolution for winding up (other than for solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
- The Client ceases to carry on its business or substantially the whole of their business; or
- The Client is declared insolvent, or convenes a meeting of creditors or makes or proposes to make any arrangement or composition with its creditors; or
- A liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of the Client's assets.
- The Client's financial position deteriorates to such an extent that in the Company's opinion the Client's capability to adequately fulfil its obligations under these Terms has been placed in jeopardy.

If either party breaches a material provision under this contract, and, in the case of a breach capable of being remedied, fails to remedy it within thirty (30) days of being given written notice of the breach, the non-defaulting party may terminate this contract immediately and require the defaulting Party to indemnify the non-defaulting party against all reasonable damages.

All notices of termination of the contract should be submitted to the other party in writing

## **Consequences of Termination**

On termination of the contract for any reason:

- All outstanding unpaid invoices and interest become immediately payable.
- All equipment and materials stored at the Client's premises should be returned by the Client. If the Client fails to do so, then Now Go Create may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.

Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **Force Majeure**

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to illness, power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action. Pandemic, epidemic or any other event that is beyond the control of the Party in question.

If such delay or failure continues for at least 90 days, either party will be entitled to terminate the agreement by notice in writing.

## **Data Protection**

'Data Protection Legislation' refers to The Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.

All personal information that Now Go Create may collect (including, but not limited to, the Client's name, postal address, email address and telephone number) will be collected, used and held in accordance with the provisions of Data Protection Legislation as defined above.

How Now Go Create collect, use, and store personal information is set out in Our privacy policy.

In certain circumstances, and with the Client's consent, Now Go Create may pass the Client's personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation as defined in above and should use and hold personal information accordingly.

Now Go Create will not pass on the Client's personal information to any other third parties for marketing purposes without first obtaining the Client's express consent.

Now Go Create may use photography or video in some of its workshops and presentations with the consent of the attendees. Should the Client not wish these to be used in the public domain for promotional activity they should advise Now Go Create on the day.

## **Confidentiality**

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information").

Each party, its agents and employers shall hold and maintain in strict confidence all Confidential Information, shall not disclose such Confidential Information to any third party and shall not use any Confidential Information except as may be necessary to perform its obligations under this Agreement except as may be required by a court or governmental authority of competent jurisdiction.

Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party or is otherwise properly received by a third party without obligation of confidentiality.

On the conclusion or termination of the Contract both parties shall cease to use all copies of confidential information obtained from the other except in so far as the law requires the information be retained in which event it shall be kept until such period is over and, in any event, kept strictly confidential under the provisions of this clause.

Nothing in this clause shall restrict either party, subject to obtaining the permission of the other, from discussing the existence of this Agreement, the nature of the Services to be delivered under it or the nature of the relationship between the parties.

### **Indemnity**

The Client guarantee to Now Go Create that the Client have permission to use any text, graphics, photos, designs, trademarks, or other materials that the Client provide for inclusion in any materials Now Go Create prepares for the Client. The Client shall indemnify Now Go Create against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach of this warranty.

The Client shall be liable to pay to Now Go Create, on demand, all reasonable costs, charges or losses sustained or incurred by Now Go Create arising directly or indirectly from any fraud, negligence, failure to perform or delay in the performance of any of the Client's obligations under the contract, subject to Now Go Create confirming such costs, charges and losses to the Client in writing.

### **Liability**

Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury resulting from the negligence of that party or their employees, agents or associates, for fraudulent misrepresentation or concealment or for any other liability that cannot be in any way excluded or limited at law.

Except as otherwise expressly provided in the Agreement:

Now Go Create's liability to the Client in shall be limited to the value of any fees paid under the agreement, however it shall not be liable for any economic losses (including, without limitation, any loss of profits, business, contracts, goodwill, revenue or anticipated savings) or any special, indirect or consequential losses or any destruction of data.

These exclusions and limitations apply to every claim related to this agreement, not just claims for breach of contract.

This indemnification will survive the termination of this Contract.

### **Intellectual Property**

No presentation shall be recorded, reproduced, or transmitted, in any manner or by any means whatsoever, without the prior written consent of Now Go Create. The Client warrants that they will make a reasonable effort to prevent individuals from doing so.

This includes online as well as in person Events.

Additional charges may apply for recording.

Should a recording be authorised a copy must be given to Now Go Create to review prior to any distribution and it has the right to withdraw consent if it feel the recording is of an inferior quality and does not accurately reflect the Now Go Create brand.

All materials provided in relation to the services including graphics, code, text products, software, audio and design are owned by Now Go Create or used by Now Go Create under License from the Owners. No content in whole or in part of Now Go Creates materials may be copied, reproduced, uploaded, posted, displayed, linked to, or used in any way without its prior written permission. Any such use is strictly prohibited and will constitute an infringement of Now Go Creates copyright and other intellectual property rights or in the case of material licensed to Now Go Create, the owner of such materials.

### **Other Important Terms**

Any notice required to be given under this Agreement shall be given in writing and shall be delivered by hand

or sent by first class post to the address of the parties contained in this Agreement or as notified in writing to the other party as its address for service of notices.

This Agreement represents the entire Agreement between the parties in respect of the Services and shall prevail over any conditions contained or referred to in any of the Client's documents or otherwise.

If any part of this Agreement is found to be void or un-enforceable by any Court of competent jurisdiction, such part shall be severed from this Agreement, which will otherwise remain in full force and effect.

These Terms shall remain in force until altered in writing and signed by both parties.

The failure by Now Go Create at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.

The Client may not assign this Agreement or any rights or obligations under it without Our prior written consent.

Unless otherwise agreed and subject to the application of the then current prices, these Terms and Conditions shall apply to any future instructions given by the Client to Now Go Create.

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

### **Governing Law and Jurisdiction**

Our relationship with The Client will be governed by English law and will be subject to the exclusive jurisdiction of the English Courts.

#### **Now Go Create Ltd**

#### **The Client**

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*Signature*

\_\_\_\_\_  
*Signature*

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*Print Name & Title*

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*Print Name & Title*

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