Yorkshire Futures
19 Manor Court
Scarborough
YO11 3TU

Ref: 20260706-YF_TC-V4

Terms and Conditions Learning & Development Services or Courses

1. These Terms and Conditions ("Agreement") are entered into between Yorkshire Futures, registered company number **11766984** ("Provider"), and the Client ("Individual" or "Organisation") who is purchasing Learning & Development (L&D) services or courses offered by the provider. By purchasing any L&D services or courses, the Client agrees to be bound by the terms and conditions set forth in this Agreement.

2. **Agreement to Provide L&D Services or Courses.** The Provider agrees to deliver L&D services or courses to the Client as outlined in the Service Agreement or Booking Form, which will specify the L&D program, schedule, fees, and other relevant details. The Client agrees to pay for these services under the terms set out in this Agreement.

3. **Scope of Services.** The Provider will deliver L&D services or courses as specified in the agreed Service Agreement or Booking Form. These services or courses may include but not limited to in-person or virtual L&D sessions, course materials, consultation, assessments, and certificates of completion, as applicable. Any additional services or modifications to the L&D service or course will require written consent from both parties and may incur additional charges.

4. **Fees and Payment.**

    a. The fees for the L&D services or courses will be outlined in the Booking Form or Service Agreement. Fees are subject to review and quoted fees refer to current booking only and may be subject to increase for additional or future services.

    b. Payment for the L&D services or courses is due within 10 business days from the date of the invoice, or if services or course is dated to commence within 10 business days payment is required 3 business days prior to commencement of services or courses. Than less otherwise agreed in writing.

    c. Payments are to be made via bank transfer as per the details provided on the invoice. Alternative methods of payment can be discussed by contacting the provider.

    d. Late payments may incur a late fee of [20%] per month, or the maximum allowed by law.

    e. If the Client requires any changes to the payment schedule or structure, both parties must agree in writing before such changes take effect.

f. All prices quoted for services are subject to Value Added Tax (VAT) at the prevailing UK rate of 20%. VAT will be added to invoices and shown as a separate line item where applicable. This additional charge should be taken into account when budgeting for service requirements. VAT registration number **GB525303423**

5. **Cancellation and Rescheduling.**

a. If the Client wishes to cancel or reschedule a L&D session or course, the Client must notify the Provider at least 10 business days prior to the scheduled commencement date, to avoid incurring cancelation charges.

b. Cancellations or reschedules made after the specified notice period will incur a cancellation fee of:

1) 20% for 10 – 6 Business days prior to commencement

2) 50% for 5 – 3 Business days prior to commencement

3) 100% for 2 – 0 Business days prior to commencement

c. The Provider reserves the right to cancel booked paid for services or courses up to and including the date of commencement of services or courses. The Provider will notify the client in writing.

d. If the Provider cancels a session for any reason, the Client will be offered an alternative date or a full refund for the cancelled session.

6. **Intellectual Property.**

a. All materials, content, and resources provided by the Provider (e.g. manuals, workbooks, presentation slides, videos, etc.) are the intellectual property of the Provider (including materials and content in use under licence or approval from external organisations) and are protected by copyright law.

b. The Client is granted a limited, non-exclusive, non-transferable license to use the materials solely for the purpose of the specific course and within the terms of this Agreement. The materials may not be copied, shared, or distributed outside the organisation without written consent from the Provider.

c. Any feedback or suggestions provided by the Client related to the materials will be the property of the Provider.

7. **Confidentiality.**

a. Both parties agree to keep any information shared during the course of this Agreement confidential.

b. Confidential information includes any proprietary information, course materials, business strategies, or client-related data.

c. This confidentiality obligation will remain in effect after the termination of this Agreement.

8. **Data Protection.** The Client acknowledges that the Provider will collect and process personal data related to the Client's employees or representatives attending the L&D sessions as necessary for the performance of this Agreement.

a. Both parties agree to comply with UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, in that personal data is:

1) Used fairly, lawfully and transparently

2) Used for specified, explicit purposes

3) Used in a way that is adequate, relevant and limited to only what is necessary

4) Accurate and, where necessary, kept up to date

5) Kept for no longer than is necessary

6) Handled in a way that ensures appropriate security, including protection against unlawful or unauthorised processing, access, loss, destruction or damage

b. Both parties agree that Under the legislation, persons whose personal data is being used have rights in relation to their personal data, with some exceptions. These include the right to:

1) Be informed about how personal data is being used

2) Access personal data

3) Have incorrect personal data updated

4) Have personal data erased

5) Stop or restrict the processing of personal data

6) Personal data portability (allowing use for different services)

7) Object to how personal data is processed in certain circumstances

c. The Provider will delete personal data 6-months following completion of services or courses or on request. The Client will agree to delete any personal data of the provider within the same timeline and on request.

9. **Liability.**

a. The Provider is not liable for any damages or losses that arise from the use or inability to use the L&D services or course material provided, unless such

damages or losses are due to gross negligence or intentional misconduct by the Provider.

b. The provider is not liable for course content or services provided not meeting the expectation of the client. Details of courses or services are provided at time of booking.

c. The Client is responsible for ensuring that it's employees or representatives attending the L&D sessions or courses adhere to the Provider's guidelines and instructions.

10. **Force Majeure.** Neither party will be held responsible for any failure or delay in performance under this agreement due to circumstances beyond their reasonable control, including but not limited to acts of nature, war, natural disasters, strikes, or government restrictions. If such an event occurs, the affected party will notify the other party as soon as possible and work in collaboration to find an appropriate solution.

11. **Termination.**

a. Either party may terminate the Agreement with written notice if the other party materially breaches any term of this Agreement and fails to remedy the breach within 5 business days of receiving notice.

b. In the event of termination, the Client is still obligated to pay for any L&D services or courses provided up to the termination date.

12. **Governing and Dispute Resolution.**

a. This Agreement will be governed by the Provision of Services Regulations.

b. Any disputes arising out of or in connection with this Agreement will be resolved through mediation/arbitration and both parties agree to make a good faith effort to resolve any disputes amicably before initiating formal proceedings.

13. **Indemnification.** The Client agrees to indemnify, defend, and hold harmless the Provider, its employees, contractors, and affiliates from any and all claims, liabilities, damages, and expenses arising out of or in connection with the Client's use of the L&D services or materials provided.

14. **Miscellaneous.**

a. This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior or contemporaneous communications and agreements.

b. Any amendments to this Agreement made prior or during provision of services must be made in writing and signed by both parties.

c. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.