

Expertise Ts and Cs

Thank you for choosing Della Hudson to share their expertise with your organisation.

These Expertise Ts and Cs (the "Terms and Conditions") set out the terms and conditions that apply to the provision of Della Hudson's Expertise (as defined below) to you by Hudson Business Advice Limited, a company with registered number 10847858, whose place of business is 14 West Town Road, Backwell, Bristol BS48 3HH ("we", "us", "our").

1. When used in these Terms and Conditions, the following terms shall have the meanings set out below:
 - "Cancellation Fee" means a sum equal to 100% of the Event Fee.
 - "Delegate" means an individual attendee at the Event, or (if the Event occurs over a number of days and/or sessions) at any part of the Event.
 - "Event" means an event at which Della Hudson shall share their Expertise with the Delegates, and is described in more detail in the Proposal.
 - "Expenses" means those expenses set out in the Proposal or otherwise agreed by you and us in writing, and incurred by us in the delivery of the Event.
 - "Expertise" means Della Hudson's skill, knowledge and experience, as built up by Della Hudson over a number of years in the area of finance and business growth, and includes the methodologies, techniques, tools and ideas created by Della Hudson.
 - "Event Fee" means the fee payable by you in consideration of our provision of Expertise and such other Materials and facilities that we are to supply as part of the Event, and is set out in the Proposal.
 - "Materials" means the written, electronic and/or audio-visual materials created by us or on our behalf in connection with the Event, as further described in the Proposal.
 - "Proposal" means our written proposal to you for the provision of Expertise at the Event.
 - "Recording" means any audio recording, video recording, photograph, webcast, transcript or any other recording of whatever form that is made during the Event by you or any third party authorised by you to do so.
 - "Venue" means the place at which the Event shall take place as agreed between you and us in writing.
 - "you" means the client set out in the Proposal and "your" shall be construed accordingly.
2. Your written acceptance of a Proposal for an Event (to include acceptance by email) shall create a contract that is binding on both you and us for the purchase and supply of Expertise for the Event, and shall be subject to these Terms and Conditions to the exclusion of all other terms and conditions including any that may be present on any purchase order or other document submitted by you.
3. We agree to supply, and you agree to purchase, the Expertise at the Event on the date(s) and for the number of Delegates set out in the Proposal or otherwise agreed by you and us in writing.
4. We shall provide:
 - a. The electronic and/or online Materials that we have specified in the Proposal (if any), at such url as we may from time to time advise;
 - b. The hardcopy Materials that we have specified for delivery by us in the Proposal (we might also specify that you will provide certain hardcopy Materials – see paragraph 6.e);
 - c. The Expertise for the duration of, and in the form appropriate for, the Event; and
 - d. Such number of additional facilitators as we in our sole discretion feel to be appropriate for the number of Delegates.
5. We shall use our reasonable endeavours to ensure the continued availability of any online Materials during UK office hours for not less than twelve (12) months from the date of the Event.

From time to time we may suspend access to the online Materials for the purposes of backup or error correction and shall use our reasonable endeavours to ensure that such backup and error correction occurs outside of UK office hours.

6. Either you or we, as set out in the Proposal, (the "Host") shall provide:
 - a. A suitable Venue for the agreed number of Delegates, with appropriate power, seating, and note-taking facilities such as a whiteboard or flip-chart;
 - b. Computer and projection facilities for use during the Event;
 - c. Audio (microphone and PA system) facilities if specified in the Proposal or otherwise required for the Venue;
 - d. Refreshments for the Delegates and Della Hudson, and any additional facilitators, appropriate to the duration of the Event; and
 - e. Such hardcopies of the Materials and other items as may be specified for provision by the Host in the Proposal.
7. The Host shall advise the Delegates and Della Hudson of all rules, regulations and practices with which the Delegates and Della Hudson should comply while at the Venue and you and we shall require the Delegates and Della Hudson to comply with such rules and regulations.
8. You agree to pay the Event Fee and the Expenses in full not later than fourteen (14) days prior to the date scheduled for the commencement of the Event, unless otherwise agreed in writing by us. If you fail to pay the Event Fee by the due date we may charge interest on any overdue amounts. We shall not be obliged to deliver the Event if you have not paid the Event Fee by the agreed Event date. A deposit of 50% of the Event Fee will be required to hold the date.
9. In the event of cancellation of the Event by you on less than thirty (30) days notice, we may invoice and you agree to pay the Cancellation Fee.
10. If you need to re-schedule the Event no Cancellation Fee shall be due provided that:
 - a. You give us at least fourteen (14) days notice. Otherwise, we reserve the right to invoice a portion of the Cancellation Fee to cover our costs associated with re-scheduling;
 - b. If we are acting as Host for the Event, we may pass on any cancellation fees imposed by the Venue, and you agree to pay such fees as evidenced by appropriate Venue invoices;
 - c. If we incur any Expenses (such as flight costs) in advance of the Event, you agree to pay those that we are unable to recover from the relevant vendor, as evidenced by appropriate documentation; and
 - d. You shall pay (or have paid, as appropriate) the Event Fee on its original due date, notwithstanding the re-scheduling of the Event.
11. If we need to cancel the Event for reasons beyond our reasonable control, we shall **either** refund any Event Fees and Expenses already paid by you in full **or** reschedule the Event to a new mutually acceptable date, **or** (if our reason for cancelling is the ill health of Della Hudson) provide an alternative speaker with the experience, knowledge and skills required to deliver the Expertise on behalf of Della Hudson, as you prefer. You agree that this is your sole remedy for such cancellation.
12. We want you to be delighted with the Event and with the Expertise and Materials we deliver. If you believe that either the Event, the Expertise or the Materials have not met the expectations we set in the Proposal, please tell us as soon as possible after the Event date (and in any event within thirty (30) days of the Event taking place). We will be pleased to redeliver the Event to the Delegates on a mutually acceptable date, addressing any areas where you feel the Event or the Expertise has fallen short of your expectations.
13. While we use all reasonable endeavours to ensure the accuracy of the Materials and the Expertise shared during the Event, neither we nor Della Hudson shall be liable any loss or

damage resulting from the actions of Delegates using the Materials or the Expertise, whether such loss or damage was reasonably foreseeable or actually foreseen.

14. Except in the event of death or personal injury caused by our negligence, or any other cause for which we may not exclude or limit our liability by law, our entire liability under any contract made under these Terms and Conditions shall be limited to 125% of the Event Fee.
15. We are the owners or licensees of the copyright and all other intellectual property rights in the Materials and the Expertise. On payment of the Event Fee, you are granted a perpetual licence to use the Materials in your business, provided that you may not, and may not allow any third party to:
 - a. Reproduce the Materials in any form;
 - b. Alter, adapt or modify the Materials;
 - c. Use the Material, or allow any third party to use it, for the purpose of providing training or support to anyone other than the Delegates;
- in each case, unless we have given our prior written consent to such reproduction, modification or use.
16. You acknowledge that the Expertise and the Materials are the product of many years of investment and development and that the unauthorised distribution (by any means) of any Recording or any copy of the Materials may cause us significant financial loss which may include, but is not limited to, loss of revenue, loss of profit and loss of reputation. You hereby undertake to use your reasonable endeavours to ensure that no Recording shall be made or distributed by any means without our prior written consent, and that each Delegate is aware of and complies with the restrictions set out in paragraph 15 above.
17. In the course of preparing and delivering the Event, you may tell us information about your business affairs that you consider to be confidential ("Confidential Information"). We shall keep all such Confidential Information secret and shall use it only for the purpose of preparing the Materials and delivering the Event to the Delegates. You shall notify us at the time of disclosure if the Confidential Information may not be used for this purpose. Information that was in the public domain prior to your disclosure to us shall not be considered Confidential Information.
18. We are proud of our clients, and would like to be able to tell others that we have worked with you. You agree that we may publicise our involvement with you subject to your prior written consent, and that you will not unreasonably withhold or delay such consent.
19. In the event of any dispute arising in connection with any contract made under these Terms and Conditions that you and we are not able to resolve between ourselves, both of us will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. If mediation is not successful in resolving any dispute, the courts of England shall have exclusive jurisdiction to settle any disputes arising out of or in connection with a contract made subject to these Terms and Conditions, and the laws of England shall govern each such contract.