

Terms and conditions

General

ThinkWrite™ workshops and consultancy (Services) are created, owned and run by ThinkWrite Consultancy (TWC). TWC is a Sole Trader based in the UK, providing services to many different organisations in many countries.

Fees, charges and financial risk

All fees are agreed and confirmed by e-mail at the time of booking.

The fees shall include design and delivery of the course by suitably trained coaches.

Any costs associated with arranging a venue appropriate to the requirements of the course, or of providing refreshments, projection equipment, flip chart and other consumables and equipment as required, will be paid directly by the client, except by special arrangement.

Should more delegates attend than the maximum number for the course (stated above), an extra fee of £220 per delegate per day will be charged.

To provide our services, TWC will:

- purchase some items of equipment required for running courses before being paid.
- fund travel costs, including the use of vehicles, before being paid.
- buy training resources needed on the training day, before being paid.
- incur other costs such as insurance, administrative and legal costs, before being paid.

Expenses

Travel

Expenses and VAT, where relevant, will be payable by the Client. TW will charge for return travel to the venue, from the company's registered offices or the coaches' residences.

Car mileage Charged at 45p/mile (plus tolls and/or parking fees).

Rail Standard class (or Advance First Class where cheaper or minimal difference) + station parking fees.

Flight Short-haul: booked at standard class.

Flights Long-haul: booked at business class.

Taxi Fees will be charged if used.

Accommodation

Business-standard accommodation and breakfast will be charged for the night before the booking where needed.

Invoicing

An invoice for fees or charges, plus expenses, will be raised for each course and will be payable by the Client within 30 days of the invoice date. If, for any reason the invoice is not paid within this period, TW shall be entitled to charge interest at a rate of 8% above the base rate of Lloyds Bank.

Cancellations

TWC is committed to delivering courses as agreed with the Client. If however, the trainer is unable to deliver a course due to sickness, accident, family bereavement, or an unforeseen emergency, TW will agree with the Client, either to provide a suitably skilled substitute trainer, or to re-schedule the course to a later date, that is convenient both to the Client and TWC.

If the Client cancels a course for any reason giving:

- more than 6 weeks there shall be no cancellation charge payable to TW, but we reserve the right to charge for any expenses already incurred.
- between 3 and 6 weeks notice: the Client shall pay 40% of the total course fee plus any expenses already incurred
- less than 3 weeks notice: the Client shall pay 100% of the total course fee plus any expenses already incurred.

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TWC's Obligations

- Provide services diligently and in a good and proper manner with all professional skill and care.
- Provide services on the agreed dates.
- Keep any information disclosed by participants during the provision of services confidential.

For Face-to-Face workshops

- Provide workshop materials as agreed at time of booking.

For Blended-Online workshops

- Provide clients with pre-course information containing links and attachments two weeks prior to the workshop.
- Ensure that Zoom-webinars are assigned logins and passwords that are unique to each booking.

For Asynchronous learning journeys

- Provide learning content via the Thinkific web platform.

Client's Obligations

- Publicise workshops or events within the University/Institution/Company.
- Co-ordinate booking of individual participants.
- Limit participants at any workshop to the maximum number agreed in the quotation.
- Send e-mailed reminders with pre-workshop requirements to participants a few days before any event.

For Face-to-Face workshops

- Arrange a suitable venue for the workshop or meeting, normally with participants using chairs and tables in 'cabaret/discussion' format.
- Supply flipchart, post-its, pens and computer projector (plus additional items on some occasions).
- Supply refreshments for participants and facilitator.
- Supply parking for facilitator (where needed).

For Blended-Online workshops

- Send out pre-course information to participants at least one week prior to the workshop so they have time to perform pre-webinar elements.

For Asynchronous workshops

- To use the site for professional purposes only
- To keep login details and passwords confidential and not share them with anyone else. Multiple use of logins will give rise to having access removed without refund.

Substitutes and Helpers

TWC's services will be provided by a suitably trained consultant. The client has no involvement in interviewing or appointing our consultants, and TWC reserves the right to change the named deliverer at short notice if necessary.



Copyright and Intellectual Property

Copyright of all materials used in provision of the Services is held by TW, which grants participants the right to use the materials in their own personal development, research, writing and speaking. Participants and organisers do not have permission to re-run the workshop either in full or in part, in any form without prior written consent from TWC.

All Intellectual Property supplied by the Client in connection with the Services (including without limitation any Specifications, data and confidential information) shall at all times remain the Client's property and is only to be used by TWC in connection with performance of the Services.

Any and all rights, interest and title in and to Intellectual Property prepared or developed by the Client in connection with the Services shall be owned by the Client.

Neither the Services nor the Clients use of them will infringe any Intellectual Property rights of a third party.

Feedback and Marketing

TWC reserve the right to use feedback from clients and participants in future marketing and publicity, including limited use of client logos.

Data protection

The Client consents to TWC holding and using personal data relevant to this business in electronic, manual or any other form.

Organisational Policies

TWC is committed to supporting the implementation of local, organisational policies. The Client shall ensure

TWC is aware of all policies that may be relevant to the course and may request materials in advance and/or meet with TW prior to an event to discuss specific issues.

The Client is responsible for ensuring TWC is aware of local Health and Safety policies and procedures, so that, for example, trainers can inform participants of emergency evacuation procedures, first aid notices and the location of toilets at the beginning of each event.

TWC positively encourages diversity and equality of opportunity in the workplace, by ensuring that trainers are aware of gender, race, disability, age, religion and sexual orientation issues in group dynamics and when designing and delivering events, in order to enable everyone to participate fully in the course. The Client is responsible for ensuring TWC is aware in advance of participants who may have particular needs.

TWC recognises that modern slavery is a criminal offence under the Modern Slavery Act 2015 and a violation of fundamental human rights. TWC recognises that Modern Slavery can take various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. TWC has a zero-tolerance approach to modern slavery and is committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective measures to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

TWC holds the highest regard to ethical practices, both in our own work and in encouraging high standards in the participants who attend our workshops. TWC's reputation is based on trust and integrity and, as an organisation, we are committed to the highest standards of ethical and professional conduct.

Interpretation

All agreements will be governed and interpreted in accordance with the Law of England.

Last updated 1 Jan 2024

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Because the world needs your brilliance