

# Terms and conditions

# Training and coaching engagements

#### **Confirmed dates**

For new clients, we will confirm your preferred dates on receipt of either of the following:

- Payment of the full fee
- A purchase order for the full fee

If neither of these are possible, please let us know as quickly as possible so we can discuss alternate arrangements.

Please note that we book dates for clients on a first-come, first-served basis and can only commit to dates on receipt of payment or purchase order. We will do our best to keep you updated about current availability, and you are welcome to check with us at any time.

### **Payment terms**

Our standard payment terms are 30 days from the date of our invoice. We will invoice as soon as we receive a purchase order, or equivalent instructions from the client, unless we have agreed to alternate arrangements. We reserve the right to charge interest on late payments.

## **Payments**

We can accept funds in GBP, USD, and EUR. Payments in other currencies can be made by wire transfer to our GBP account. We will provide complete details. In certain situations, we are able to accept payments by credit card (including American Express); this must be confirmed before we invoice. Any other payment method must be



discussed in advance and is subject to an administration fee. If you or your bank need additional information, please contact us at <a href="mailto:finance@cucumber.io">finance@cucumber.io</a>.

Our prices are exclusive of any applicable value added tax or applicable local sales tax or any withholding tax, which you shall be additionally liable to pay to Cucumber Limited or the relevant tax authority.

## **Changes and cancellations**

Once the proposal has been accepted, this project is non-cancellable except as specified in the next paragraph. Visits may be rescheduled within a period of one year from the date of this agreement. Our ability to reschedule may be limited based on our other commitments; however, we will do our best to accommodate alternate dates. We will start booking travel and accommodation after we have agreed dates. If you need to reschedule after that time, we will ask you to bear the cost of any non-refundable expenses we've incurred. In addition to non-refundable expenses, a 50% rescheduling fee will be payable for changes made within 28 calendar days of an agreed visit date. For changes made within 14 calendar days of the visit date, a 100% rescheduling fee will be payable.

Should events beyond either party's control, such as acts of God, war, government regulations, acts of government regulators, disaster, terrorism, civil disorder, curtailment of transportation facilities, national emergency, or any other emergency or event(s) that would have a material effect on either party's ability to have the training occur, the parties may cancel the contract upon written notice to the other without prejudice or a cancellation charge. Any payment(s) previously provided will be refunded unless the training is rescheduled for a later date.

## Marketing

Our business thrives on recommendations and endorsements from happy customers. From time to time we may include customer's names and / or logos in our marketing materials. The majority of our customers agree to this but if you do not wish to give permission, please let us know in writing. Should your organisation have one, we are happy to return a written agreement outlining any terms of use.



#### Guarantee

Our work is guaranteed. If you feel that our work does not meet the standards you expected from us, and we're not able to mutually resolve the issue, you're entitled to a full refund (less expenses).

#### **Number of attendees**

Our training and coaching is designed for a group between 15-24 attendees. Any more than 24 can take away from the learning experience of the individuals in the room as well as providing shallower learning outcomes for the organisation. Any class size greater than 24 must be agreed at least 21 days prior with Cucumber Ltd.

