



Book Your NLP4Kids Workshop: _____

| | |
|--|---|
| Name of school/organisation | |
| Contact name: | |
| Address where the workshops/sessions will be taking place: | |
| Contact telephone number: | |
| Contact Email address: | |
| Number of children attending the workshop: | MAX 8 in a group AND/OR one to one sessions |
| Total payable to NLP4Kids: (Please see your invoice for full details) | |
| Age of children/students attending the workshop/sessions: | |
| Number of hours per week | |
| What do you want the workshop/sessions to achieve? E.g. increase confidence/memory skills/self esteem/motivation etc. | |
| If you are receiving funding for this workshop, who is it from? | |
| Is there anything useful or important for us to know about each of these pupils? | |
| Sign or type in initials to agree to the terms overleaf | |

Please complete this page and return it to the email address of the practitioner who has been liaising with you or you post it to them at this address:

NLP4Kids, 15 Queensway, Hemel Hempstead, Hertfordshire, HP1 1LS

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NLP4KIDS STANDARD TERMS OF SUPPLY OF SERVICES (Private Workshop)

Keep this page

AGREED TERMS 1. INTERPRETATION

1.1 The definitions in this clause apply to these Terms:

Abreactions: shall have the meaning given in clause 5.1(c)

Force Majeure Event: shall have the meaning given in clause 10.

Order: your order for the Services as set out overleaf on our enrolment form.

Order Confirmation: shall have the meaning set out in clause 2.5.

Personal Data: shall have the meaning given in clause 15.1.

Services: the workshops or coaching services that we are providing to you as set out in the Order.

Terms: the terms and conditions set out in this document.

we/us/our: NLP4Kids Ltd / Superheroes Ltd whose registered office address is at People Building, 15 Queensway, Hemel Hempstead, Hertfordshire HP1 1LS (company number: 7877288) or any of our agents or contractors or licensees or employees

you/your: any legal parent or guardian, school or local authority who signs and submits an Order to us under these Terms

writing or written: [includes e-mail]

1.2 Headings do not affect the interpretation of these Terms.

2. BASIS OF SALE

(a) We consider these Terms, the Order and our price list to set out the whole agreement between you and us for the supply of the Services. These Terms only apply to our contracts with consumers.

(b) Please check that the details in these Terms and on the Order are complete and accurate before you commit yourself to the contract as these details form part of any contract between you and us. In particular, please ensure that you answer truthfully the questions raised overleaf in the Order which form part of these Terms and any contract which is formed at clause 2.5 between you and us. This is important as your answers will be used by us to decide whether or not we wish to accept your Order by issuing an Order Confirmation. If prior to or after commencement of provision of the Services we reasonably believe that the answers that you have given to any one or more of these questions is incorrect, we may on giving you written notice terminate the contract immediately under clause 12.1. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.

(c) Please ensure that you read and understand these Terms before you sign and submit the Order, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.5.

2.2 Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Services they describe. They do not form part of the contract between you and us or any other contract between you and us for the supply of the Services.

2.3 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

2.4 The Order is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

2.5 These Terms shall become binding on you and us when: (a) we issue you with a copy of an Order (duly signed and completed by you and by us) by way of written acceptance of an Order; or (b) you notify us that we are able to provide the Services, whichever is the earlier, at which point a contract shall come into existence between us

2.6 Any quotation for the Services is given on the basis that a binding contract shall only come into existence in accordance with clause 2.5. A quotation from us shall be valid for a period of seven (7) calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

2.7 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms in force at the time that you order the Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled. If the services are ongoing, we will give you prior notice of any changes to these Terms and you can choose to cancel the Order without penalty before the new Terms affect you.

2.8 The contract for the Services may be for the provision of one session of treatment or for a series of treatments in which case you agree to us providing the Services in stages at different locations (if applicable) and on different dates and times.

3. QUALITY OF SERVICES 3.1

Unless we are prevented from doing so by a Force Majeure Event, we will provide Services which:

(a) conform in all material respects with their description;

(b) are carried out with reasonable care and skill;

(c) are fit for any purpose we say the Services are fit for, or for any purpose for which you use the Services and about which you have informed us, or we could reasonably expect you to use the Services;

(d) are free from material defects in design, material and workmanship; and

(e) comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.

3.2 This warranty is in addition to your legal rights in relation to Services which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

3.3 These Terms apply to any replacement Services we supply to you in the unlikely event that the original Services do not conform with these Terms.

3.4 You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms.

3.5 If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.

3.6 We only supply the Services for domestic and private use, and you agree not to use the Services for any commercial purpose.

4. PROVISION OF SERVICES

4.1 We aim to supply the Services to you on the date set out in the Order Confirmation or any information provided to you with this. However, due to circumstances beyond our reasonable control we may move a treatment session to another venue within a ten (10) mile radius of the original named venue on giving not less than forty eight (48) hours prior notice, unless it has been agreed that the service will be at your own venue.

4.2 The Services will be supplied until the earlier of completion of the Services or until the contract is otherwise terminated or cancelled in accordance with these Terms.

4.3 We will make every effort to complete the Services on time but there may be delays due to circumstances beyond our reasonable control. In this case we will complete the Services as soon as reasonably possible.

4.4 We may have to suspend the Services if we have to deal with technical problems, or to make improvements to the Service. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.

4.5 If we are providing you with a service at our venue, travel expenses, accommodation, meals and refreshments offered at the location where the Services are provided, are not included in the price. We will provide regular breaks one every two (2) hours and drinking water, which we advise that your child or children drink regularly.

4.6 We may change the content of, or the person(s) presenting, due to unforeseen circumstances beyond our reasonable control and you will not be permitted to cancel the contract unless the changes materially affect the nature of your contract with us.

5. YOUR ACKNOWLEDGEMENTS AND AGREEMENT

5.1 By signing and completing the Order, you acknowledge and agree to each of the following as appropriate:

(a) you are the legal parent or guardian of the child or children who is/are to receive the Services or a school or local authority and are legally entitled to contract with us for the supply of the Services to this child or these children;

(b) that the personal details of your child or children submitted to us on the Order or otherwise are truthful and accurate at the date on which the Services are supplied;

(c) that you have informed us of any health or mental health problems of any child to allow us to assess whether we are able to meet their needs and perform a risk assessment of those needs if required;

(d) that we may refuse to provide Services if we reasonably consider that your child or children may benefit from visiting a medical practitioner or immediate medical assistance;

(e) that if your child or children has learning challenges you will inform us in advance if you reasonably and objectively consider that your child or children may find the session challenging and may benefit from presence and assistance;

(f) that in accordance with clause 15.1 below we may pass your Personal Data to our licensees for the purpose of permitting them to provide the Services to you;

(g) that your child or children are expected to take personal responsibility for their course materials and any personal equipment they take to the Services venue;

(h) that use of drugs or alcohol is prohibited and if your child or children are suspected of using either he/she/they will be immediately required to leave and you will forfeit the price and the right to a refund;

(i) that use of aggressive and/or inappropriate behaviour and/or offensive language is prohibited and if your child or children use any one or more he/she/they will be required to leave the Service and you will forfeit the price and the right to a refund;

(j) that the Services are intended to provide a fun learning environment and are not intended to be a substitute for therapy or medical assistance;

(k) that your child or children are your responsibility on the way to and from the Services venue and you shall remain solely responsible for arranging the safe and prompt collection of your child or children at the end of the session;

(l) that your child or children are expected to ask for help and support from our coaches when needed;

(m) that bullying, harassment or any other type of discrimination of any sort is not tolerated and if your child or children are suspected of inflicting any one or more of these he/she/they will be immediately required to leave and you will forfeit the price and the right to a refund;

(n) that your child or children are fully responsible for safeguarding their valuables during the provision of the Services.

(o) our practitioners often use an NLP technique called "anchoring." This may necessitate that as your child recalls positive emotions from the past, they are touched by the practitioner on the knuckle. The practitioner will always ask your child if they are comfortable to proceed before they do this.

5.2 If prior to or after commencement of provision of the Services we reasonably believe that you are in breach of any one or more of the acknowledgements and agreements set out in clause 5.1 above, we may on giving you written notice terminate the contract immediately under clause 12.1.

6. DEFECTIVE SERVICES

6.1 In the unlikely event that the Services do not conform with these Terms, please let us know by completing a refund/re-perform form before leaving the venue. Provided that you have done this and generally complied fully with these Terms we will:

(a) provide you with a full or partial refund depending on what we deem to be reasonable; or

(b) re-perform the Services.

6.2 These Terms will apply to any replacement Services we supply to you.

6.3 In the event that the Services are not reasonably considered by us to be in breach of these Terms, but you are unhappy with the Services provided, you will be entitled to a refund provided that you complete a refund/re-perform form before leaving the venue and you have attended all of the session with which you are dissatisfied.

6.4 If you miss all or any part of a session due to illness, you will be entitled to attend another session without further charge to cover that missed on presentation of a doctor's note.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that we prepare or produce for you in connection with the Services will belong to us absolutely.

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NLP4Kids Ltd, 15 Queensway, Hemel Hempstead, Hertfordshire, HP1 1LS Telephone 0345 3192 666 contact@NLP4Kids.org www.NLP4Kids.org

People Building Ltd Registered Company Number 7877288 VAT No. 238703402

7.2 You may not use the materials, documents or other items detailed in clause 7.1 for any commercial purpose.

8. PRICE AND PAYMENT

8.1 The price of the Services will be as set out in the Order we provided to you or, if the Order does not include the price or it has expired, in our price list in force at the time we confirm your Order. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed by issuing an Order Confirmation.

8.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

8.3 We may invoice you for the Services and any other fees due under these Terms at any time from and including issuance of an Order Confirmation. The invoice will quote the Order Number. Unless otherwise stated in these Terms, you must pay any invoice in cleared monies within twenty eight (28) calendar days of the earlier of the date of the invoice or the date on which the chosen workshop related to the Services are to commence. If you fail to make payment within this time frame, you and your child or children will be refused entry and any monies paid will be forfeited.

8.4 If you do not make any payment due to us by the due date for payment (as set out in clause 8.5), we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Santander from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

8.5 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Services or any other outstanding Order until you have paid the outstanding amounts.

8.6 Clause 8.5 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

9. LIMITATION OF LIABILITY

9.1 Subject to clause 9.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms.

9.2 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of anticipated savings;
- (d) or loss of data.

However, this clause 9.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property .

9.3 This clause does not include or limit in any way our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Services and Services Act 1982; or
- (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

10.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- (a) strikes, lock-outs or other industrial action; or
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- (e) impossibility of the use of public or private telecommunications networks.

10.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

11. YOUR AMENDMENT AND CANCELLATION RIGHTS AND FEES

11.1 You may within fourteen (14) calendar days of receiving our Terms when placing an Order amend (including transfer to a later date) an Order by completing the Amendment Form below and returning it to us. If you amend an Order within this time frame, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order until we receive your amendment notice up to twenty five (25) percent of the total price of providing the Services to be performed rising to a maximum of fifty (50) percent of the total price of providing the Services to be performed if written notice of amendment is received within fourteen (14) calendar days prior to commencement of the Services. If payment of these costs has not cleared within seven (7) days of receipt of your amendment notice, the Order will be deemed cancelled under clause 11.2 below.

11.2 You may within fourteen (14) calendar days of receiving our Terms when placing an Order cancel an Order by completing the Cancellation Form below and returning it to us. If you cancel an Order within this time frame, you shall have no liability to us if you cancel under clause 11.3 below within seven (7) calendar days of the date of our Order Confirmation. If you cancel after this period has elapsed, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order until we receive your cancellation up to fifty (50) percent of the total price of providing the Services to be performed rising to a maximum of one hundred percent (100) percent of the total price of providing the Services to be performed if written notice of Order amend is received within fourteen (14) calendar days prior to commencement of the Services.

11.3 Where you instruct us to provide Services without meeting us (eg., by email or telephone), you may cancel your Order by completing the Cancellation Form below and returning it to us within seven (7) calendar days of our Order Confirmation. If we have fully or partially provided any Services between the date of our visit or Order Confirmation and receipt of your cancellation notice, you may be responsible for payment of the full or, if partial performance has occurred, a reasonable proportion of the price incurred during that period.

12. TERMINATION

12.1 If we terminate the contract under clause 2(b) or 5.1, your liability to us shall be limited to payment of what we consider to be a reasonable price which (in the case of Services already commenced) is proportionate to Services performed up to the point of termination and if we so choose all additional administrative costs up to a maximum of £150.00 Sterling that we reasonably incur in fulfilling the Order from and including commencement of the Services to the point of termination.

12.2 You must confirm to us the attendance of your child or children at the location where the Services will be performed within twenty eight (28) calendar days of placing your Order. If you fail to confirm an Order within this time frame, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order up to a maximum of the price of the Services. However, where your failure to confirm within this time frame is due to our failure to comply with these Terms you shall have no liability to us for it.

12.3 We may terminate the arrangement between us at any time by providing you with [14] calendar days prior notice in writing. Any sums received by us from you will be refunded in full within 14 calendar days.

12.4 Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms

13. ASSIGNMENT

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

14. NOTICES

All notices sent by you to us must be sent to NLP4Kids Ltd Limited at People Building, 15 Queensway, Hemel Hempstead, Hertfordshire, HP1 1LS. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

15. DATA PROTECTION AND CONFIDENTIALITY

15.1 We will only use the personal information about you and/or your child or children you provide to us (**Personal Data**) to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. This Personal Data will be retained securely on computer database(s) within our company in accordance with the data protection law and we will only pass this Personal Data to our licensees for the purpose of permitting them to provide the Services to you. Otherwise, we will not pass your Personal Data to third parties unless required to do so by law. The Personal Data will be securely retained on our computer database(s) for 6 years 6 months after the date that our Order Confirmation is sent to you. After this period has elapsed, such Personal Data will be securely deleted from our database(s). Any Personal Data submitted to us on an Order will be securely and confidentially destroyed as soon as is reasonably practicable.

15.2 The confidentiality of the Personal Data together with any other information about you or your child or children will be maintained unless we are required by law to divulge such confidential information to a third party

15.3 You acknowledge and agree that we may pass your details to credit reference agencies.

16. GENERAL

16.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

16.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

16.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

16.4 These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.

Keep this page

AMENDMENT/CANCELLATION FORM (UNDER CLAUSES 11.1 TO 11.3 INCLUSIVE)

Keep this page

Your Details

Name: Tracey Marquis on behalf of The Crest Academy

Address: Crest Road, Neasden

Postcode: NW2 7SN

Tel (home):

Tel (work): 020 8452 4842

Email: tracey.marquis@e-act.org.uk

Please tick the appropriate box below In accordance with my right to amend the contract:
[...] within 28 days of receiving these Terms, I give you notice of my wish to amend the contract and I enclose a cheque to pay the amendment fee (clause 11.1); or
In accordance with my right to cancel the contract:
[...] between 8 and 28 days of receiving these Terms, I give you notice of my wish to cancel the contract and I enclose a cheque to pay the cancellation fee (clause 11.2); or
[...] within 7 days of receiving these Terms, I give you notice of my wish to cancel the contract (clause 11.3).

Name: Tracey Marquis

Signature:

Date: 12th November 2016

Ref: (for office use only)

If required, please complete, detach this form and send to: