Purple Monster Terms and Conditions

1. Definitions

1.1 “the Company” means Purple Monster Training Limited.
1.2 “the Client” means the client of the Company specified in the attached agreement.
1.3 “The Contract” means any agreement for the provision of goods and services by the Company to the Client.
1.4 “the Services” means the goods and services provided by the Company under the Contract.
1.5 “the Programme” means the format described in the Contract in which the Services are provided.

2. Contract

2.1 This Contract together with the schedules attached thereto including without limitation these terms and conditions shall constitute the entire agreement between the parties to the exclusion of any terms or conditions stipulated or referred to by the Client.
2.2 Where the Company is relying upon material supplied to it by the Client, then the Company will only accept the same if it is in a suitable, legible and acceptable form and received by any copy date deadline set out in the Contract.

3. Prices

3.1 The Company shall have the right to adjust its prices for any increase suffered by it in price in respect of the Services delivered, charges for work, or any other costs of any kind arising for any reason after the date of the contract, including fluctuation in the exchange rate.
3.2 The Client shall pay any applicable VAT at the appropriate rate on amounts due.
3.3 Should the Client require the Company to carry out any additional work arising from a modification or addition to the scope of the services (including repeats and representations), the Company will discuss such additional work with the Client and the parties shall agree the terms before starting such additional work. The Company shall have the right to decline to undertake such additional work if it considers that it cannot be completed in the time available. The Company shall be entitled to render an invoice or invoices prior to starting such additional work, which shall be paid immediately by the Client.

3.4 Quotations are valid for 14 days and if the attached agreement has not been signed and returned within 14 days of receipt by the client the Price, Programme and Services stated in the attached agreement may be subject to change by the Company.

**4. Payment, Cancellation and Postponement**

4.1 Unless otherwise agreed, all payments shall be made in pounds sterling.

4.2 In the absence of any concession to the contrary by the Company to the Client then all accounts and invoices shall be raised by the Company to the Client on acceptance of a signed order confirmation from the Client.

4.3 Where the Company has by prior written agreement allowed the Client to have credit facilities, then the Company will allow the Client 30 days credit on payment of invoices from the date of the invoice.

4.4 Where there are no prior credit facilities agreed between the Company and the Client then the total invoice amount shall be payable to the Company within 15 days.

4.5 The Company shall not entertain queries in respect of the invoice unless the Client has notified the Company of the same in writing within seven days of the invoice date.

4.6 If the Client fails to pay the Company any amount due on the due dates:

   4.6.1 The Company shall have the right to cancel the Contract and/or suspend or continue rendering the Services at the Company’s option without prejudice to the Company’s
rights to recover damages for any loss sustained by the Company.

4.6.2 The Company shall pay interest on the outstanding sum from the date on which payment was due to that on which it is made (whether before or after the cancelling) calculated on a daily basis at a rate of 3% above bank base rate, in accordance with the Non-Payment of Commercial Debts (Interest) Act 1998, and shall reimburse to the Company all costs and expenses (including legal costs) in connection with any overdue amount.

4.6.3 The whole or the balance of the price of invoice and in respect of all or any other contracts between the Company and the Client already invoiced shall immediately become due and payable.

4.7 The Client has no right of deduction or set off.

4.8 In the event of cancellation by the Client, the Client shall be liable for all consequential charges imposed on the Company by any third party.

4.9 In the event of cancellation or postponement by the Client, the Client shall nevertheless remain liable for all agreed fees on the following basis in accordance with this sub-clause all such fees to be payable within 7 days of that cancellation:

<table>
<thead>
<tr>
<th>Notice Period Provided</th>
<th>Cancellation Fees</th>
<th>Postponement Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 60 days</td>
<td>Zero</td>
<td>Zero</td>
</tr>
<tr>
<td>30 to 59 days</td>
<td>20% of the price of the service in question</td>
<td>Zero</td>
</tr>
<tr>
<td>14 to 29 days</td>
<td>30% of the price of the service in question</td>
<td>Zero</td>
</tr>
<tr>
<td>Less than 14 days</td>
<td>40% of the price of the service in question</td>
<td>20% of the price of the service in question</td>
</tr>
<tr>
<td>Less than 7 days</td>
<td>60% of the price of the service in question</td>
<td>30% of the price of the service in question</td>
</tr>
<tr>
<td>Less than 24 hours</td>
<td>100% of the price of the service in question</td>
<td>50% of the price of the service in question</td>
</tr>
</tbody>
</table>

5. Privacy Policy
All data received from the Client shall be controlled and processed in accordance with the Purple Monster Privacy Policy, which can be found [here](#).