

Client Terms and Conditions

August 2025 – Version 1.2

1. Introduction

These Terms and Conditions (“Terms”) govern the provision of training services by **Nine Dots Development Limited** (“Nine Dots”, “we”, “our”, or “us”) to the client (“Client”, “you” or “your”). By booking or purchasing any services from Nine Dots, you agree to be bound by these Terms.

2. Services Provided

Nine Dots provides training through workshops, coaching, consultancy, online learning, and bespoke training programs. The scope of services will be detailed in a written proposal.

3. Booking and Confirmation

A booking is confirmed upon receipt of a confirmation to proceed with a proposal, the booking of delivery dates or issuing of a purchase order and, where applicable, a deposit or full payment. Nine Dots reserves the right to decline bookings at its discretion.

4. Fees and Payment

- All fees are outlined in advance and are exclusive of VAT (unless otherwise stated).
- All fees are exclusive of travel, accommodation and subsistence costs associated with the delivery; these will be charged separately at cost unless otherwise agreed or stated in a proposal.
- Invoices must be paid within **30 days** of the invoice date unless otherwise agreed in writing.
- Late payments may incur interest at **4% per annum** above the Bank of England base rate.

5. Cancellation and Rescheduling

By the Client:

- Cancellations or date changes more than **21 days** before the start of training: 100% refund.
- Cancellations or date changes between **8–21 days** before the start of training: 50% refund.
- Cancellations within **7 days** before the start of training: No refund.
- Rescheduling must be requested in writing and is subject to availability.

By Nine Dots:

- We reserve the right to cancel or reschedule sessions due to unforeseen circumstances. In such cases, alternative dates or a full refund will be offered.

6. Intellectual Property

- All materials, content, and intellectual property provided by Nine Dots remain our property unless otherwise agreed in writing.
- You may not copy, distribute, or reproduce any materials without prior written consent.

7. Confidentiality

- Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the engagement.
- This clause survives the termination of services.

8. Client Responsibilities

- Clients are responsible for ensuring that participants attend scheduled sessions and behave professionally and safely during training sessions.
- Clients shall provide access to facilities or online platforms as required for training delivery.

9. Limitation of Liability

- Nine Dots shall not be liable for any indirect, consequential, or special damages arising from the provision of services.
- Our total liability shall not exceed the total amount paid by the Client for the specific service giving rise to the claim.

10. Force Majeure

We are not liable for failure to perform obligations due to events beyond our control, including but not limited to natural disasters, pandemics, strikes, or technical failures.

11. Termination

Either party may terminate the agreement with **21 days' written notice**. Any services delivered up to the date of termination shall be invoiced and payable.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of England. Any disputes shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.