

## **Game Change Terms and Conditions**

### **Payment**

The training fees must be paid in full at least 21 working days before the start of training. If payment is not received, Game Change Ltd. reserves the right to allocate the booking to another delegate. If the booking is made within 21 working days of the course, the course fees must be paid immediately and the fee is non – refundable. Game Change Consulting Ltd. reserves the right to charge interest on monies remaining unpaid after their due date for payment at the rate of 4% above base rate for HSBC Bank plc.

### **Transferring Courses**

Delegates may transfer between courses at least 21 working days before the start of the original course date with no charge. If the transfer is made within 21 working days, a fee of 50% of the course price (pro-rata for multi week courses) is payable. Once a delegate has transferred no refunds can be made.

### **Changing Details**

There will be no charge for a substitute delegate replacing an original delegate if Game Change has been informed before the start of the first session. Substitutions cannot be made after the start of the first session.

### **Cancelling Course Booking(s)**

All cancellations must be made at least 21 working days before the start of training. Cancellations will only be accepted in writing. If a delegate fails to attend or cancels within the 21 days prior to the course, full payment will be required.

### **Cancellation of Courses by Game Change Consulting Ltd. and changes to course content**

Game Change courses are constantly updated and improved, we reserve the right to alter the courses' content with no prior notice. Game Change Consulting Ltd. reserves the right to cancel a training course at any time. In these circumstances Game Change Consulting Ltd. will offer alternative dates, a full refund or credit note.

### **Remote Coaching**

Where applicable as part of the training course, remote coaching to be delivered by email and telephone unless otherwise agreed upon, to be used within 12 months from the start of training.

### **Software and Books**

For the purpose of the Black Belt training delegates are required to install the 30 day Free Trial Version of Minitab v16 software from [www.minitab.com](http://www.minitab.com).

### **Intellectual Property**

Game Change Consulting Ltd. or Game Change, will be the sole owner of intellectual property rights over training materials and other electronic or printed files that are provided to the delegate as a result of Game Change training (Course Materials). It is the delegate's responsibility to ensure Course Materials are not reproduced or transmitted to others without prior written consent from Game Change Consulting Ltd.

Game Change desires to allow the delegate to receive certain confidential or proprietary information for the sole purpose of participating in a training course and/or executing one or more projects on behalf of the organization that paid for the delegate's training and for no other purpose. Delegate shall receive a non-transferable license to use the Course Materials on an internal basis for the sponsoring organization.

Game Change has invested considerable cost and expense in the development of intellectual property and other proprietary course information; and delegate hereby acknowledge that said intellectual property and business information are confidential and that the release of or unauthorised use of same could damage Game Change's business. Client agrees to hold in trust and confidence all information regarding Game Change's aforementioned intellectual property and shall use best efforts to limit dissemination of the information to such of its employees who have a need to know for the aforesaid purpose. Client agrees not to disclose to a third party any part of the Intellectual Property without the prior written consent of Game

Change, and acknowledges that delegate's company and delegate may be liable for any intellectual property infringements. Client agrees that should Game Change need to seek enforcement of this agreement or seek damages for its breach and should client be found to have breached this agreement that Game Change shall have the right to seek recovery of damages and its legal fees and costs herein.

**Limitation of Liability**

Except for liability for death or personal injury directly resulting from Game Change's acts or omission, Game Change's liability in respect of any single event or series of events for breach of Game Change's obligations in the this Agreement shall be strictly limited to the amounts payable by you to Game Change.

**Law**

This Agreement shall be governed by and construed by in all respects in accordance with The Law of England and the parties shall submit to the jurisdiction of the English Courts.