

# Terms & Conditions

## For the supply of products and services

### 1. Definitions

<b>Agreement</b>	these terms and conditions
<b>Annual Contracts</b>	are supplied by Octavo over one financial year (1st April to 31st March) or one academic year (1st September to 31st August)
<b>Contract Period</b>	the period of the contract, as detailed in SLA online on purchase of the contract
<b>Customer</b>	the Customer stated within the Order, Quotation or Proposal as having ordered the Products.
<b>Invoices</b>	invoices from Octavo to the Customer for the Price of the Products.
<b>Octavo</b>	Octavo Partnership Ltd, registered office: 4th Floor, Croydon Clocktower, Croydon, Surrey, CR9 1ET. Company number 09140379. Company registered in England and Wales.
<b>Order</b>	a customer request for Products to be provided by Octavo.
<b>Price</b>	the amount charged by Octavo for the Products specified in the Order, Quotation or Proposal
<b>Quotation</b>	an offer by Octavo for the provision of Products to the Customer
<b>Schedule</b>	agreed delivery patterns and times for a Product
<b>Products</b>	any Package, Service, Training course or other item ordered by the Customer as contained in any Quotation or Proposal or Order
<b>Confirmation</b>	Written confirmation may be by letter or by email

### 2. Products

- 2.1 Octavo agrees to supply, and the Customer agrees to purchase the Products on the terms and conditions set out in this Agreement.
- 2.2 Octavo will provide the Products to the Customer in accordance with the Order, Quotation or Proposal.

### 3. Quotations and Proposals

- 3.1 The Customer, by providing written confirmation of acceptance of a Quotation or Proposal or checking an item out of the shopping basket on SLA Online accepts the Price proposed by Octavo for the Products and shall be bound to pay Octavo that Price.

### 4. Payment

- 4.1 The Customer agrees to pay Octavo the Price for the Products.
- 4.2 Invoices shall be payable by the Customer within 14 days of date of issue. Octavo's preferred method of payment is via BACS transfer. Where the Customer wishes to pay by cheque, these should be made payable to 'Octavo Partnership Ltd' and sent to the address on the Invoice for the attention of Accounts Receivable. Octavo invoice numbers should be included as the reference or included on the remittance advice.
- 4.3 Octavo reserves the right to charge interest at a rate of 2% per month calculated on a daily basis from the date payment is due until payment is received.

### 5. Octavo's Obligations

- 5.1 Octavo will endeavour to provide the Products in accordance with the Order, Quotation, Proposal and any other specific requirements that have been agreed between the parties in writing.
- 5.2 Should any revisions to the quotation be required, for example because of a necessary change of specification or price Octavo will advise the customer of these revisions and agree the details of the final order before it is placed.
- 5.3 Though Octavo cannot be responsible for price changes from equipment and other third-party suppliers, Octavo will endeavour to advise the customer of these changes and the potential impact on their order.

### 6. Delivery

- 6.1 Octavo will endeavour to deliver the Products at the time and date and in the manner specified by Octavo or as otherwise agreed with the Customer.
- 6.2 Octavo will not be liable for any delay in the delivery of the Products howsoever caused, provided that the Customer has been duly informed.

- 6.3 The Products may, by agreement, be delivered in advance of the delivery date quoted on the Order, Quotation or Proposal.

## 7. Customer's Obligations

- 7.1 The Customer shall provide Octavo, in good time, with all necessary information required to perform or provide the Products.
- 7.2 The Customer will provide Octavo with access to its premises if Octavo reasonably requires it for delivery of the Products.

## 8. Modifications and Variations

- 8.1 In exceptional circumstances, Octavo may need to vary the schedule, content or delivery of the Products and will advise the Customer of its intention to do so.
- 8.2 In some instances, individual Products may have additional terms and conditions applicable to their particular Product. These shall be in addition to the general terms and conditions outlined herein. Should there be any conflict between these terms and conditions and the special terms and conditions then the order of precedence will be stated in the special terms and conditions.
- 8.3 If Octavo has scheduled Products to take place on the Customer's site, and the Customer fails to advise Octavo of any change in the schedule of those who will be receiving the Products within 48 hours before the Service is due to be carried out, then those Products shall be deemed to have been delivered and will be charged for by Octavo.
- 8.4 If delays are caused by the Customer not responding to Octavo with suitable delivery times to enable completion, Octavo may extend the time in which delivery of the order can be fulfilled. If no further action is taken after an extension of time is granted, Octavo may deem the Products to have been delivered and charge accordingly.
- 8.5 In the event that Octavo is unable to supply all or any part of the Products, other than in situations where the Products cannot be provided because of some act, failure to act, delay or negligence on the part of the Customer, the delivery of the Products will either be delayed to such time that Octavo can deliver it or the Customer will be refunded for that part of the Products it cannot deliver.

## 9. Contract Termination/Cancellations

- 9.1 Contracts will continue for the contract period.
- 9.2 If a Party is in breach of a material term of this Agreement and despite written notice from the other Party, fails to remedy such breach within 30 days, then the other Party shall be entitled to terminate this Agreement with immediate effect.
- 9.3 Octavo may cancel all or part of the Products (and refund a reasonably apportioned percentage of the Price) if it considers that the usage of the Products exceeds what Octavo considers to be fair use in all the circumstances.

## 10. Consultancy cancellations/rescheduling

- 10.1 Should the Customer wish to cancel or reschedule a consultancy appointment they are required to notify Octavo in writing by emailing the respective consultant at least 2 weeks in advance. Cancellation will only take effect after notice in writing is received.
- 10.2 If cancellation takes place within 2 weeks of the agreed date, then the following fees shall apply:
- |                            |             |
|----------------------------|-------------|
| More than 2 weeks' notice: | Full refund |
| 1 to 2 weeks' notice:      | 50% refund  |
| Less than 1 weeks' notice: | No refund   |

## 11. CPD cancellations

- 11.1 Should the Customer wish to cancel a course booking they are required to notify Octavo in writing by emailing enquiries@octavopartnership.org. Cancellation will only take effect after such notice is received.
- 11.2 Cancellation fee schedule:
- |                            |             |
|----------------------------|-------------|
| More than 2 weeks' notice: | Full refund |
| 1 to 2 weeks' notice:      | 50% refund  |
| Less than 1 weeks' notice: | No refund   |
| Failure to attend:         | No refund   |
- 11.3 Substitution of another delegate from the same school/organisation will be accepted where the original delegate is no longer able to attend, provided that notice is given in writing.
- 11.4 Minimum delegates numbers are required for some courses to run and this is assessed 2 weeks before the course date. A full refund will be made to those delegates that have booked on a course which is subsequently cancelled by

Octavo. Therefore, it is imperative that the Customer ensure their full booking process, including authorisation, is completed at least 2 weeks prior to the course date.

- 11.5 If a course has to be postponed or rescheduled due to sudden unforeseen circumstances, Octavo will make every effort to contact the delegate concerned or the school. Therefore, Customers should ensure their details are kept up-to-date on the Octavo Partnership portal.
- 11.6 Where courses are cancelled by Octavo, Octavo will seek to reschedule in the first instance and bookings will be transferred accordingly. If an alternative date cannot be accommodated or is unsuitable to the delegate, full refunds will be issued.
- 11.7 Octavo reserve the right to ask any delegate to leave a course as a result of disruptive or inappropriate behaviour, such a decision being at the sole discretion of the course leader. In such circumstance Octavo will not offer any alternative dates or refunds.

## 12. Non-Solicitation of Employees

- 12.1 The Customer shall not, for a period of 6 months from the date of the delivery of the Products, (except with the prior written consent of Octavo) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of Octavo any employee, worker, consultant, associate or other person involved in the delivery of any Products ordered under this Agreement.
- 12.2 The Customer shall not solicit similar Products, as it has in the past received from Octavo, from an employee of Octavo via a private arrangement with that employee.
- 12.3 If the Customer breaches clauses 12.1 or 12.2 above, it shall, without prejudice to any other rights or remedies of Octavo, on demand, pay to Octavo a sum equal to either three months' basic salary payable by Octavo to that employee, or five times the Price for the services in the case of a consultant or associate, plus in addition, the recruitment costs incurred by Octavo in replacing such person.
- 12.4 To help Octavo safeguard its intellectual property, Customers should inform us immediately, should they be approached by former Octavo employees to provide Products which Octavo provides.

## 13. Confidentiality and Data Protection

- 13.1 The Parties shall keep confidential all information pertaining to the Products and this Agreement, unless otherwise agreed.
- 13.2 All information processed under this Agreement shall be dealt with in accordance with Octavo's Privacy Notice and information sharing guidance, the common-law duty of confidentiality, guidance from the Information Commissioner's Office on information sharing, the Data Protection Act 1998 and the Data Protection Act 2018.

## 14. Health and Safety

- 14.1 Octavo and any of its personnel shall, when using the Customer's premises or facilities, comply with the Customer's policies and procedures relating to security and workplace health and safety.

## 15. Copyright and Intellectual Property

- 15.1 Copyright in all reports, documents and the like produced by Octavo in the performance or provision of the Products shall remain vested with Octavo, but Octavo shall grant an irrevocable, royalty free license to the Customer to use such Goods, reports, documents and the like for the specific purpose of the Products.
- 15.2 Any Products you purchase may only be reproduced for non-commercial or training purposes on condition that the Product has been purchased by the school, organisation or individual using it or because that school, organisation or individual has been authorised to use this material by Octavo, under special agreement. For the avoidance of doubt, Products may not be passed-on, resold, amended or delivered to third parties (either for commercial or non-commercial purposes) who have neither purchased the Product from Octavo or had Octavo's permission to use it.

## 16. Dispute Resolution

- 16.1 Concerns relating to the Products provided under this Agreement should be raised in writing in the first instance with the service manager at Octavo, whose details can be found in the Octavo portal [www.octavopartnership.org](http://www.octavopartnership.org) or by contacting [enquiries@octavopartnership.org](mailto:enquiries@octavopartnership.org)
- 16.2 If the Customer's concern is not resolved, it shall be escalated to Octavo's Account Manager for resolution.

## 17. Limitation of liability

- 17.1 Octavo will provide and/or perform the Products for the Customer with reasonable skill and care and acknowledges that it may be liable to the Customer for any losses, damages, costs or expenses ("Losses") if a breach of the duty of care, willful default or dishonesty is established.
- 17.2 Octavo will maintain insurance coverage at a level commensurate with an organisation of Octavo's size and risk profile and include cover for employer's liability and professional indemnity.
- 17.3 The aggregate liability of Octavo, whether to the Customer or to any third party, in contract, tort or otherwise, for any Losses arising from or in any way connected with the Products shall be limited to the lower of the contract value, or £100,000.
- 17.4 However, Octavo will not be liable if such Losses are due to the Customer providing false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than an employee of Octavo.
- 17.5 Octavo's liability, whether to the Customer or any third party, in contract, tort, under statute or otherwise shall exclude any indirect or consequential loss or damage (including loss of profits) suffered by the Customer or any third party arising from or in connection with the Products being provided.

## 18. General

- 18.1 This Agreement constitutes the whole understanding between the parties and supersedes any prior discussions, negotiations, arrangements or agreements between the parties in relation to the Products.
- 18.2 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 18.3 The rights granted to either party under this Agreement shall not be waived except in writing. Any waiver of such rights or of any breach of this Agreement by either party shall not be construed as a waiver of any other rights or of any other or further breach.
- 18.4 Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
- 18.5 The section headings contained in this Agreement are for convenience purposes only and shall not affect the interpretation of this Agreement.
- 18.6 Nothing in this Agreement confers or purports to confer any right pursuant to the Contracts (Right of Third Parties) Act 1999 or otherwise to enforce any of its terms on any person who is not a party to it.
- 18.7 This Agreement shall be governed and construed in accordance with the laws of England and Wales.