

Breckland Training Services – Challenges - Terms & Conditions

1. Definitions and Applicability

1.1 **Challenge** means any form of management Challenge (including, but not restricted to, Local Authority Challenges (both in-house and regional), Management Challenges (such as Supermarket Sweep, Community Chest and Secret Shopper) and the Local Government Challenge. **Company** means Breckland Training Services (BTS). **Working days** means Monday to Friday inclusive (but excludes Bank Holidays where appropriate). The **cancellation period** means 14 **calendar** days.

1.2 These Terms and Conditions are applied to **all** requests for a team entry into a Challenge. An entry remains provisional until **either** the **cancellation period** has expired (see Clause 4 below) **or** a Purchase Order has been received (whichever is earlier). Allowing the **cancellation period** to expire, and continuing with your entry, confirms that you have read, understood and accepted these Terms & Conditions.

2. General

2.1 The Challenge is open to any organisation. Entries are accepted on a ‘first come, first served’ basis

2.2 Organisations may enter up to 2 teams, subject to the provisions in para 2.1. There is no ‘multiple entry’ discount. If space permits then organisations may enter more than 2 teams but this is solely at the discretion of the Managing Director, BTS.

2.3 Each team should consist of 6 team members. The minimum number of team members is 4.

2.4 A nominated ‘point of contact’ is to be given on entry together with full details for invoicing purposes.

2.5 The entry fee covers entrance to the event, event materials, coffee and refreshments, lunch, buffet dinner, awards ceremony and feedback.

3. Payment

3.1 **A Purchase Order** should be provided as soon as possible after team entry is made, and no later than 60 days prior to the Challenge. If a Purchase Order number is not required for invoicing purposes, by the organisation entering a team, then this should be made clear in writing (ideally via e-mail to info@breckland-training.co.uk).

3.2 Payment must be made by the due date set out on your invoice or before the Challenge start date (whichever is earlier). If payment is not made accordingly, you may be refused entry to the Challenge. **If you fail to pay your invoice by its due date and do not attend the event, you remain liable for the sums due under the invoice.**

3.3 All figures quoted in Challenge brochures etc. are exclusive of VAT and this will be charged at the appropriate rate where applicable.

3.4 Payment terms laid out in Paragraph 3.2 may be waived at the sole discretion of the Company. Such waivers can only be considered on receipt of a validated Purchase Order number that covers the entire Challenge fee.

4. Cancellations

4.1 You have the right to cancel a booking within 14 days without giving any reason. This **cancellation period** will expire 14 days from either the date of the team entry booking or receipt of these terms and conditions (whichever is the later). To exercise the right to cancel then you must inform us via e-mail (info@breckland-training.co.uk) or letter to arrive before the cancellation period expires.

4.2 The following terms apply to **all** cancellations:

4.2.1 If you cancel this booking **within** the cancellation period, **and greater than 30 calendar days** prior to the event, then there will be no charge.

4.2.2 If you cancel this booking **within** the cancellation period, **but inside calendar 30 days** of the event, then there will be an administration charge payable of £75.

4.2.3 If you choose to cancel your entry **outside** of the cancellation period **and between 30 and 45 calendar days prior** to the Challenge then there will be an administration fee of £75.

4.2.3 If you choose to cancel your entry **outside** of the cancellation period **but within 30 days prior** to the Challenge then **50% of the entry fee** will become immediately due.

5. Team Entries

5.1 Teams are to provide team member names, **and any dietary requirements**, to the Company no later than 10 **working** days prior to the Challenge.

6. Liability

6.1 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's charges for the provision of the Challenge except as expressly provided in these conditions.

6.2 The company shall not be liable to the Client or be deemed in breach of contract by reason of any delay or failure to perform any of the Company's obligations in relation to the Challenge if this was due to any cause beyond the Company's reasonable control.

7. Force Majeure

7.1 The Company shall not be in breach of this contract if the provision of the Challenge are delayed or cancelled or reduced through any circumstances beyond its reasonable control, including acts of god (including but not limited to fire, flood, earthquake, storm, snow, hurricane, or other natural disasters) war, invasion, Civil unrest, Government action, labour disputes, strikes, lock-outs or interruption or failure of power supply.

8. Copyright

8.1 All intellectual property rights for all Challenge material shall remain the property of the Company. No part of the training material may be reproduced, or retained, without prior permission in writing of the copyright owner.

9. Amendments

9.1 The Company reserve the right to amend these Terms and Conditions from time to time. The most recent version will be uploaded to the challenge website (www.localauthoritychallenge.com).

10. Privacy Notice

10.1 Breckland Training Services uses a wide range of personal information to deliver this challenge and has a set of information security policies and guidelines for staff to ensure that we comply with the Data Protection Act. This provides rules for how organisations can use your personal information and is policed by the Information Commissioner's Office. It sets out eight principles to help us ensure that your personal information is kept safe and secure and gives you certain rights over your own personal information. For more information go to www.breckland-training.co.uk/onewebmedia/BTS-Privacy-Notice.pdf

Breckland Training Services

Elizabeth House

Walpole Loke

Dereham

Norfolk NR19 1EE

+44 (0) 1362 656282

info@breckland-training.co.uk

www.breckland-training.co.uk