



PERFORMANCE ON DEMAND LTD TERMS & CONDITIONS

DEFINITIONS

Customer - the person, firm, company or entity buying the Event/Experience.

Company - Performance on Demand Ltd or any of its associated companies and brand.

Event - the Event/Workshop or product to which the Sales Contract relates.

Product - Any item of hardware or software purchased

Sales Contract - the Contract between the Customer and the Company for the purchase of an Event/Workshop/Product on the terms detailed in the Contract and subject to these Terms and Conditions.

Agreed Price - the price the Customer agrees to pay the Company for the Event/Workshop/Product.

1. THE CUSTOMER AGREES:

- a) That unless expressly agreed in writing, the Sales Contract for the supply of products/services by the Company to the Customer is solely between those two parties.
- b) To provide a 'co-ordinator' to expedite the operation of the contract and assist with the booking of the training requirements as required.
- c) To the terms of payment set out following and further that the Company reserves the right not to undertake or continue the delivery of its products or services where the Customer's credit status is deemed unsatisfactory.
- d) To the cancellations and rescheduling charges as set out below.

2. TERMS OF PAYMENT

- a) The Company will normally issue invoices at the time of confirmation of booking the required product or service.
- b) All invoices become due for payment within 14 days of the invoice date or prior to the training commencing whichever is the sooner, unless agreed otherwise.
- c) All payments for 'product' is due at the time of purchase and any such product remains the property of the Company until such payment has been received.
- d) In the case of late payment, the Company reserves the right to withdraw any discounts that may have been offered against the Company's standard charges.
- e) In the case of late payments exceeding 30 days from the invoice date, additional interest may be charged on a daily basis on the overdue amount at an annual rate equivalent to LIBOR + 10%, from the invoice date.
- f) The Company reserves the right to suspend or terminate the provision of its products or services if the Customer fails to pay invoices by the due date.
- g) The Company reserves the right to charge a 3% levy on payments made by credit card.



3. CANCELLATION & RESCHEDULING CHARGES FOR EVENTS

Where bookings have been confirmed between the Customer and the Company, the following charges will attach to cancellations/re-scheduled event/s and/or amendments initiated by the Customer:

50% of the Agreed Price if cancellation is 30 calendar days prior to the training (or commencement thereof);

100% of the Agreed Price if cancellation is 14 within calendar days of the training (or commencement thereof);

10% administration fee for all other cancellations.

Provided that, in all instances, the cancellation charge shall be at least equivalent to the costs incurred by the Company, in connection with the training plus 10%.

Performance on Demand Ltd will not be liable for any compensation payments should the event have to be cancelled through unforeseeable circumstances.

All cancellations must be advised in writing.