



FIVE AREAS LIMITED.  
PO Box 9  
Glasgow  
G63 OWL  
Tel: 01360 661078  
Email: [training@fiveareas.com](mailto:training@fiveareas.com)

### WE EAT ELEPHANTS COURSE/ONLINE TRAINING DAY BOOKING FORM

Please email this Training booking form to: [training@fiveareas.com](mailto:training@fiveareas.com) and copy to [events@fiveareas.com](mailto:events@fiveareas.com).

Once we receive this completed Booking form and subject to our availability to provide the training requested, we will issue a confirmation email or letter. The current document and the confirmation email/letter will form the contract between us for the provision of training.

**Our day rate is £1500 + VAT (Includes trainer travel, accommodation and subsistence).**

Name & Address (Key contact person & organisation details)	Your contact details:  Email address  Mobile Phone no.  Landline no.
<b>Please complete:</b>  1a). Date(s) requested for training    1b) Location of training (if known):	<b>2). Title of training requested</b>  We Eat Elephants course/online (groups) <input type="radio"/>

1c) Estimated number of attendees	
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**3) Your aims for the day**

a). What are your goals of training?

b). Who will be attending?

c). Other comments/requests:

**We need you to provide:**

- Advertising and co-ordinating the booking for the event
- An adequate room for the training
- Access to electrical plugs/extensions and required
- A Power Point projector (with cables for VGA/HDMI input) and laptop
- A flipchart or whiteboard/pens (preferred)
- If your session focuses on online training, you may wish to provide a training room that includes web access/possibly workstations. Please can you check in advance that the website loads/video plays and sound can be heard, as some IT policies and firewalls can cause unexpected problems.

**We will:**

- Provide a master copy (pdf) of the handouts, an attendance certificate and a feedback form.
- You will copy and make these available on the day for our trainer to pass to each delegate. We will retain the feedback forms, but are happy for you to take a copy of these at the end of the training day.

**Other required/recommended resources:**

The courses are best supported by accompanying module books. It is preferable that each delegate receives a copy of the appropriate books. It is also worth noting that attendees at the courses run by your staff require a copy of the same books.

**DECISION REQUIRED:** LLTTF- 9 booklets (special rate linked to training @ £10 per set)

Please state how many sets of books you require:

**Please note: Training class Licences to allow the running of the online classes**

Should your team wish to deliver the classes to service users, you will be required to purchase annual license (s) which includes a full training pack.

**DECISION REQUIRED:** Licences £150 per school per annum )

Please state how many licenses you require:

NB: This Booking Form together with the attached Terms and Conditions (Schedule 1) forms the entire agreement between Five Areas Limited ("**Five Areas**") and Customer for the Training services described in this Booking Form. The effective date of this agreement will be the date of last signature below.

**Accepted and Agreed by [INSERT YOUR DETAILS]**

Signature

Print Name

\_\_\_\_\_

\_\_\_\_\_

Job designation

\_\_\_\_\_

**Any questions:** Please contact Kate Houghton [training@fiveareas.com](mailto:training@fiveareas.com)

**Twitter** @fiveareas (practitioners and teachers)

**Facebook** [www.lltff.com/facebook](http://www.lltff.com/facebook)

**Training events** [www.fiveareas.com/training](http://www.fiveareas.com/training)

**Books and resources** [www.fiveareas.com/shop](http://www.fiveareas.com/shop)

## SCHEDULE 1:

### FIVE AREAS LIMITED

#### TRAINING SERVICES TERMS AND CONDITIONS

##### TERMS AND CONDITIONS

- 1.1 These are the Terms and Conditions for Five Areas Limited (company no: 06420019) ("**Five Areas**" / "**we**" / "**us**") and apply to the training services ("**Services**") as defined below.
- 1.2 These Terms and Conditions and the applicable Booking Form contain all terms and conditions applicable to the provision of the Services by Five Areas and form the agreement between Five Areas and the Customer ("**you**") for such Services (collectively, the "**Agreement**").

##### 2. DEFINITIONS

- 2.1 The definitions and rules of interpretation in this clause apply to the Agreement.

<b>"Intellectual Property Rights"</b>	all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.
<b>"Training Materials"</b>	all documents, information and materials provided by Five Areas relating to the Services including those resources which may be referenced in the Services Confirmation.
<b>"Services"</b>	the training in the use of Five Areas' Living Life to the Full materials, to be carried out by Five Areas for the Customer as more particularly described in the Booking Form.
<b>"Booking Form"</b>	the Booking Form document which references these Terms and Conditions and identifies the Services being supplied to the Customer under these terms.

##### 3. SERVICES

- 3.1 Five Areas shall use reasonable endeavours to provide the Services to the Customer, in accordance with the Booking Form in all material respects.
- 3.2 Five Areas will provide the Services with all due care, skill and ability and in accordance with all generally recognised standards in the industry for similar services.
- 3.3 Five Areas reserves the right to alter the course content from time to time. We also do

not guarantee that a particular trainer will be able to deliver the training. Whilst we will endeavour to meet your needs, we reserve the right to change trainers in response to altering circumstances.

- 3.4 The Customer shall co-operate with Five Areas in all matters relating to the Services, including providing, in a timely manner, such information as Five Areas may reasonably request.

#### **4. CHARGES AND PAYMENT**

- 4.1 In consideration of the provision of the Services by Five Areas, the Customer shall pay the charges as set out in the Booking Form (or as otherwise agreed from time to time by the parties in writing, for which email shall be sufficient).
- 4.2 Any price contained in the Booking Form excludes VAT which Five Areas shall add to its invoices at the appropriate rate.
- 4.3 The Customer shall pay each invoice submitted to it by Five Areas, in full and in cleared funds, within 30 days of receipt.
- 4.4 Five Areas may charge interest on any overdue sum from the due date for payment at the annual rate of 3% above the base rate from time to time of the Bank of England until payment has been made in full.

#### **5. CANCELLATION**

Very occasionally we may require to cancel or rearrange training at short notice as a result of illness, problems of travel or other unforeseen circumstances. We will do what we can to provide an alternative trainer however if we cannot, we will let you know as soon as possible so the event can be rearranged. We suggest you take out suitable insurance to cover such eventualities. We will offer to run the training on another occasion within the next 6 months, but if you wish to cancel the training we will be liable to return only the sums paid for the training course in the first place, and shall not be liable for any other costs you may incur relating to such cancellation.

#### **6. CONFIDENTIALITY**

The terms of this Agreement and all information which one party obtains under this Agreement relating to the financial and business affairs of the other shall be treated as confidential. Other than in relation to the use of the Training Materials as provided under this Agreement, the Training Materials and all Intellectual Property Rights in them, shall be considered confidential.

#### **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 All Intellectual Property Rights in the Training Materials and any and all Intellectual Property Rights created in relation to the performance of the Services shall remain owned by or licensed to Five Areas.
- 7.2 The Training Materials are provided to the Customer solely for use in receiving the Services. No licence to print, copy or otherwise use the Training Materials is created by this Agreement.

## **8. LIMITATION OF LIABILITY**

- 8.1 Neither party will be liable to the other or to any third party for any loss of use, interruption of business or any indirect, special, punitive, incidental reliance or consequential damages of any kind (including but not limited to loss of profits, business or opportunity) or the cost of substitute goods or services or expenditure, investment or other commitments made in connection with the business contemplated by this Agreement.
- 8.2 Except insofar as our liability may not be excluded and/or limited by law and without prejudice to any other limitation of liability in this Agreement, Five Areas' entire liability arising from this Agreement in aggregate for any and all claims arising from this Agreement shall be limited to 100% of all sums paid to Five Areas by the Customer in relation to this Agreement which the parties acknowledge is reasonable in the circumstances
- 8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

## **9. TERMINATION**

Either party will have the right to terminate the Agreement if the other party breaches any material term of the Agreement and if such breach is capable of cure, the breaching party fails to cure such breach within thirty (30) days after receiving written notice thereof. Either party will have the right to terminate the Agreement if the other becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for such other party or for a substantial part of its assets, or bankruptcy, re-organisation or insolvency proceedings shall be instituted by or against such other party.

## **10. GENERAL**

- 10.1 The Agreement contains the entire and only agreement between the parties on this matter, and both parties acknowledge that, on entering into this Agreement, they have not relied on any written or oral representation or undertaking other than as expressly stated in this Agreement, and that this contract supersedes any previous contract or arrangement between the parties.
- 10.2 If any of the provisions of the Agreement are or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 10.4 Either party will have the right to terminate the Agreement if the other party breaches any material term of the Agreement and if such breach is capable of cure, the breaching party fails to cure such breach within thirty (30) days after receiving written notice thereof. Either party will have the right to terminate the Agreement if the other becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for such other party or for a substantial part of its assets, or

bankruptcy, re-organisation or insolvency proceedings shall be instituted by or against such other party.

## **11. LAW AND JURISDICTION**

- 11.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.
- 11.2 The parties irrevocably agree that the courts of Scotland shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).