

## www.trisectorchallenge.com

### 1. Definitions and Applicability

- 1.1. Challenge means any form of management challenge (including, but not restricted to, Tri-Sector Challenge, the Senior Management Challenge and the Local Government Challenge.
- 1.2. Company means RWTA Ltd.
- 1.3. Working days means Monday to Friday inclusive (but excludes Bank Holidays where appropriate).
- 1.4. The cancellation period means 14 calendar days.

#### 2. Status

2.1. These Terms and Conditions are applied to all requests for a team entry into a Challenge managed and delivered by the Company. Team entries into regional challenges, managed by that regional organisation, are covered by separate Terms and Conditions. An entry remains provisional until either the cancellation period has expired (see Clause 5 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.

#### 3.General

- 3.1 The Challenge is open to any organisation. Places are reserved on a 'first come, first served' basis.
- 3.2 Organisations may enter up to 3 teams, subject to the provisions in Clause 3.1. There is no 'multiple entry' discount. If space permits then organisations may enter more than 3 teams but this is solely at the discretion of the Company.
- 3.3 Each team should ideally consist of 6 team members however, to ensure delegates get the most value out of the Challenge, the minimum number of members per team is 4.
- 3.4 A nominated 'point of contact' is to be given on entry together with full details for invoicing purposes.
- 3.5 The entry fee covers entrance to the event, event materials, refreshments, lunch, buffet dinner, awards ceremony and feedback.



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### 4. Payment

- 4.1 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 on the application form in the space provided.
- 4.2 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.
- 4.3 All figures quoted for Challenge entry are exclusive of VAT and this will be charged at the appropriate rate, where applicable.
- 4.4 Payment terms laid out in Clause 4.2 may be amended at the sole discretion of the Company. Such amendments can only be considered on receipt of a validated Purchase Order number that covers the entire Challenge fee.

#### 5. Cancellation

- 5.1 You have the right to cancel a booking within 14 days. 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 (admin@trisectorchallenge.com) or letter to arrive before the cancellation period expires.
- 5.2 The following terms apply to all cancellations (except those outlined at Clause 8.2):
- 5.2.1 If you cancel this booking within the cancellation period, and greater than 60 calendar days prior to the event, then there will be no charge.
- 5.2.2 If you choose to cancel your entry outside of the cancellation period but within 60 days prior to the Challenge then 50% of the entry fee will become immediately due.

### 6. Team Entries

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



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### 7. Liability

- 7.1 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.
- 7.2 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.

### 8. Force Majeure

- 8.1 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 (see also Clause 8.2), labour disputes, strikes, lock-outs or interruption or failure of power supply and/or internet provision (including WiFi facilities).
- 8.2 Where an event has been cancelled due to Government regulations (for example COVID-19) then Clause 5.2 will not apply. The Company cannot be held liable for any 'out of pocket' expenses incurred by Organisations affected by such a cancellation.

## 9. Copyright

9.1 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.

### 10. Amendments

10.1 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.trisectorchallenge.com).



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### 11. Privacy Notice

11.1 RWTA Ltd 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. To receive a copy of this Privacy Notice please email admin@trisectorchallenge.com. RWTA Ltd are registered with the Information Commissioner's Office in line with The Data Protection (Charges and Information) Regulations 2018. To view details of RWTA Ltd's registration, visit the Register of Fee Payers via ico.org.uk/about-the-ico/what-we-do/register-of-fee-payers/

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