

1. Definitions

“Open Square” refers to Open Square Limited (and the employees thereof) registered in England and Wales with registered number 11070987 and whose registered office is at St Mary’s House, Netherhampton, Salisbury, Wiltshire, SP2 8PU,

“Delegates” refers to those individuals who sign up for Open Square Products and Services.

“Products and Services” refers herein to the Products or Services supplied by Open Square to its Delegates.

“Scheduled Events” refers to the in-person meetings that are on pre-set dates and times.

“In-House” refers to Products and Services that are delivered to an organisation without attendance from other organisations. This applies whether physically at an organisation’s premises or in a dedicated training venue.

“Open Session” refers to Products and Services that are delivered to an open audience, made up of different organisations.

“Facilitator” is a trainer, presenter or speaker delivering or assisting on an event or events within Open Square’s Products and Services

2. Confidentiality

Delegates must commit to and act with confidentiality. To get value from the Open Square Products and Services, delegates will share and listen to the experiences and situations of others, and that information must remain confidential. This applies for both In-House and Open Session Products and Services.

Open Square does not however, guarantee nor will Open Square be liable if you share information and later believe that another delegate has used that information competitively, or in any other manner shared that information on. It is your responsibility as a delegate to not share confidential information if you do not feel it is appropriate to do so.

3. Intellectual Property of Open Square

Delegates will receive information, concepts, handouts, strategies, methodologies and products (“materials”) as part of participating in Open Square Products and Services. Unless stated otherwise, and where the copyright is held by another third party, all materials are copyrighted and belong to Open Square Ltd. Delegates do not own the materials provided to them during participation in Products and Services and have no right to duplicate, copy, adapt, transmit, sell, teach or licence the materials in any way, shape or form. Open Leader Method™ is a wholly owned trademark of Open Square and these rules apply.

4. Delegate Commitments

Open Square is committed to developing Delegates who purchased Products and Services. Delegates must also be as committed to the work associated with purchased Products and Services. Regardless of any implicit or explicit accountability given by Open Square, it is the responsibility of the Delegates to carry through the work needed to attain results.

5. Changes to Product and Services

In the unlikely event that Open Square needs to make a change to an event venue, date or time or replace a Facilitator or other speaker or make any other change to a module or event, Open Square maintains the right to do so.

6. Information Only

Open Square Products and Services are provided as educational material and constitute “Information Only”. Open Square’s Products and Services do not constitute legislative or legal recommendations or advice (for example, legal requirements in line with current Employee Relations legislation). Where a Delegate requires such legal or legislative advice, Open Square recommend that they engage a licenced professional.

7. Payments

Terms of payment are strictly net 30 days from the invoice date, unless otherwise agreed in advance.

8. Complaints Policy

Open Square takes all complaints seriously. Should a Delegate have a complaint about a Facilitator, Open Square team member, or any part of the Products and Services that they have enrolled in, Open Square will take every reasonable step to rectify the issue. Delegate complaints, once received will be confirmed as received within 48 hours, and be emailed to feedback@opensquareconsulting.com. Open Square will aim to fully resolve any issues within 14-working days of the first email being received. Neither party will escalate into legal processes or complain on online platforms without first attempting to resolve the issue mutually within the 14-working day period.

9. Cancellation and Postponement

i. In-House Products and Services

Open Square makes substantial commitments of Facilitators, facilities and materials for In-House Products and Services. If an In-House session or programme is postponed or cancelled, Open Square reserves the right to charge for that postponement or cancellation, as follows:

# Days Until Product or Service Begins	Amount Due and Payable
28 days or more	No charge
Cancellation within 28 days of start	50% of Total Amount Due
Postponement within 28 days of start	10% of Total Amount Due

ii. Open Session Products and Services

All Products and Services have a limited number of Delegates per session. Therefore, once you sign up to participate as a Delegate, we have a strict cancellation policy as follows:

# Days Until Product or Service Begins	Amount Due and Payable
91 days or more	20% of Total Amount Due
60 - 90 days	40% of Total Amount Due
30 - 59 days	70% of Total Amount Due
29 days or less	100% of Total Amount Due
After Programme has started	100% of Total Amount Due

Calculations are made excluding VAT. If you paid in full in advance, or received a discount, the amount will be adjusted accordingly using the percentages above. At the sole discretion of Open Square and only in the event of extreme circumstances, Open Square may agree to allow another individual to take the place of a booked Delegate, to give you a credit to be used for a future Open Square Product or Service, or to give you a refund. Open Square is not obligated under any circumstances to make exceptions to the above stated cancellation policy, and the policy applies regardless of how you pay.

10. Products and Services Transfer

It is at the sole discretion of Open Square to permit you to transfer to another Product or Service. Open Square reserves the right to charge 20% of the total fee in addition to the original amount paid should a transfer be permitted. This must be paid prior to a transfer occurring.

12. Breach of Terms and Conditions

Material breach of these terms and conditions may, at the sole discretion of Open Square, result in termination of your rights as a Delegate. No refund will be provided to Delegates terminated for this cause and Products and Services fees not yet paid remain due and payable in accordance with the payment plan schedule.

13. Collections

If Open Square must send your account to collections or pursue legal action for non-payment of fees, then Open Square shall be entitled to recover its associated legal fees and costs.

Signature	_____
Name	_____ Date _____
Open Square Ltd (Signature)	_____