

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,

“Clients” 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 Clients.

“Coach” is a coach or mentor providing individual coaching and/or mentoring from Open Square.

2. Confidentiality

Each of the parties agrees to respect the confidentiality of the other party. Open Square will not disclose or make use of any Confidential Information it learns of during the course of providing the Services. Similarly, if Open Square provides information that is designated as confidential, the Client will not disclose such Confidential Information without the prior written consent of Open Square.

Exceptions to this would be in the event of: -

- A breach of the Professional Code of Conduct (if that applies)
- A person being at risk to themselves or others
- Illegal or unethical actions

3. Intellectual Property of Open Square

Clients 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. Clients 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.

4. Client Commitments

Open Square is committed to developing Clients who purchased Products and Services. Clients 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 Clients 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 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 Client requires such legal or legislative advice, Open Square recommend that they engage a licenced professional.

7. Payments

Open Square will invoice agreed fees in advance of delivery of services and payment is due upon receipt of invoice. All charges are subject to VAT at the standard rate, where applicable.

8. Third Party Products and Expenses

Third Party Products and Expenses purchased or incurred by Open Square will be discussed upfront and charged as follows:

- Road travel at standard rate
- Other travel, accommodation, equipment and room hire at cost
- Products used for coaching, including Psychometrics and 360° feedback surveys will be discussed and quoted for separately

9. Complaints Policy

Open Square takes all complaints seriously. Should a Client have a complaint about a Coach, 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. Client 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.

10. Cancellation and Postponement

Open Square makes substantial commitments of Coaching and Mentoring Services, facilities and materials. Once timings for coaching and mentoring have been agreed, both parties will endeavour to give prompt notice of changes or rearrangement of the agreed date and time.

Should cancellation of a scheduled individual coaching and mentoring session occur, Open Square reserves the right to charge for that postponement or cancellation, and reserves the right to charge for Third Party Products and Expenses incurred, 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
Cancellation within 14 days of start	100% of Total Amount Due
Reschedule within 28 days of start	No charge

Calculations are made excluding VAT. 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. Refunds will not be made on any products and expenses incurred.

11. 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 Client. No refund will be provided to Clients 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) _____