

GROVE Neurodivergent Mentoring & Education

STANDARD TERMS OF GROVE NEURODIVERGENT MENTORING & EDUCATION LTD of

Registered Address: 86-90 Paul Street, London, England, EC2A 4NE (“we” or “us”)

STANDARD TERMS OF BUSINESS FOR ONLINE EVENTS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply to these Terms.

Contract: the contract between you and us for the supply of Services in accordance with these Terms.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Services: the services that we are providing to you on these Terms.

Terms: the terms and conditions set out in this document.

writing or written: includes email.

1.2 The headings do not affect the interpretation of these Terms.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

2. Basis of Agreement

2.1 These Terms constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us that is not set out in these Terms.

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2.2 These Terms shall become binding on you and us and a contract shall be formed between us upon you instructing us to commence work in relation to the Services (whether in writing, (including by email) or orally), whichever is the earlier.

2.3 These Terms take precedence over any other terms and conditions (including your own terms of business) and any course of dealing or industry practice.

3. The Services

3.1 We shall provide the Services with all due care, skill and ability and shall use our reasonable endeavours to meet any timescales set out in Booking Forms and/or email correspondence between us, but these dates are estimates only and if we fail to meet these dates you shall not have any legal rights in relation to this.

3.2 We shall provide the following Services to you:

ONLINE EVENT AS PER BOOKING INFORMATION ON OUR WEBSITE ("Services")

3.3 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures do not form part of the Contract and are for illustration purposes only.

4. Fees and Booking

4.1 The charges for the Services are as set out in the online booking.

4.2 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the online booking.

4.3 For Services where fees are payable in one single payment, payment is due upon booking and in advance.

4.4 All charges are stated exclusive of VAT which shall be added to the charges at the applicable rate (where necessary).

5. Other activities

Nothing in these Terms shall prevent us from being involved in any way in any other as long as that does not cause us to breach any of our obligations under these Terms.

6. Confidential information and our materials

6.1 We acknowledge that we will have access to confidential information about your business, your suppliers and your customers in the course of providing the Services. We shall not use or disclose to any third party any such confidential information, except where we need to in order to properly perform the Services.

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6.2 You will keep strictly confidential all information about our business, our suppliers and our customers.

6.3 The restrictions in clauses 6.1 and 6.2 do not apply to:

- (a) any use or disclosure required by law;
- (b) any disclosure authorised by the party who owns the confidential information; or
- (c) any information which is already public knowledge (otherwise than through unauthorised disclosure by the party to whom the information does not relate).

7. Data protection

7.1 We collect and process your personal data in accordance with our Privacy Notice that you can view at [Privacy Policy - GROVE](#)

8. Intellectual property

8.1 We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Services and any materials provided as part of the Services and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Services or such materials.

8.2 Participants are granted a limited, non-exclusive, non-transferable license to use the materials solely for their personal, non-commercial use. Any unauthorised sharing, reproduction, or distribution of materials is strictly prohibited and may result in revocation of access to the program and materials without refund.

8.3 You grant to us a non-exclusive perpetual, worldwide, royalty free licence to use all or any of your Intellectual Property Rights in any materials or content you submit to us.

8.4 You acknowledge that, where we do not own any of the materials or content which we submit to you, your use of rights in such materials or content is conditional on our obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle us to license such rights to you.

9.

9.1 Cancellations must be made in writing at least 7 days prior to the scheduled webinar. Refunds will be processed within 14 days for any eligible cancellations.

9.2 Cancellations within 7 days will not be due a refund.

10. Obligations on termination

On termination of this Contract you shall immediately pay to us any unpaid fees or other sums payable under this Contract. Termination will not affect either of our outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.

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11. Status

Our relationship to you will be that of independent contractor and nothing in these Terms shall make us your employee, worker, agent or partner.

12. Limitation of Liability

- 12.1 Nothing in these Terms shall limit any liability for (i) liability for death or personal injury to any person caused by our negligence, (ii) liability for any fraud or fraudulent misrepresentation made by us or (iii) liability for any other matter which may not be legally excluded or limited.
- 12.2 We exclude all liability for any loss or damage suffered by you resulting from the Contract (including all consequential loss or damage howsoever caused and whether or not this was in your or our reasonable contemplation and including any loss or damage suffered by you as a result of advice or opinions given by us or by any of our employees, agents, consultants or subcontractors).
- 12.3 In the event that we are found liable to you for any loss or damage, this liability shall be limited to the amount of any fees you paid to us in accordance with these Terms in the 12 months preceding the date on which any claim is made.
- 12.4 If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall not be liable for any costs, charges or losses incurred by you that arise from such prevention or delay.
- 12.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.
- 12.6 This paragraph shall survive termination of the Contract.

13. Notices

All notices sent by you to us must be sent to by email to founder@gr0ve.org. We may give notice to you at either the e-mail or postal address you provided to us. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

14. Assignment and subcontracting

- 14.1 We may at any time assign, transfer, subcontract or deal in any other manner with all or any of our rights under these Terms.

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14.2 You shall not, without our prior written consent, assign, transfer, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms.

15. General

15.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

15.2 If we delay in exercising any rights under these Terms or by law, that shall not constitute a waiver of such right or prevent us from exercising that right at a later date.

15.3 We may vary these Terms at any time (other than in relation to the fee to be charged).

15.4 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

15.5 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by English law and we both agree to the exclusive jurisdiction of the English courts.

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