

FULFILMENT & PAYMENT TERMS

PAYMENT TERMS

1. Full payment to be made within 10 working days of Invoice date or if earlier delivery of materials/products and/or commencement of training as appropriate
2. Cancellation of Training
Payments are non-refundable SAVE that a 50% refund will apply in the event of a cancellation by the Client made and confirmed in writing no less than 7 days before the agreed commencement date of training

CHANGE OF TRAINING DATE

3. By the Client
 - (a) Subject to 3 (b) below the Training Date may be changed to an alternative date agreed with Be The Jellyfish Limited ("BTJ") and at the same venue unless otherwise agreed by BTJ upon a request made by the Client no less than 7 days before the first agreed date free of charge SAVE that the Client will pay to BTJ on request any additional costs or expenses incurred by BTJ as a result of such agreed change
 - (b) BTJ at its sole discretion will agree to a change of date at no extra charge upon request of the Client made at any time prior to the commencement date of training in the event of and arising out of unforeseen and exceptional circumstances
4. By BTJ
BTJ reserves the right at its sole discretion to change the original agreed date of training but will only do so in exceptional circumstances having given as much notice to the Client as it reasonably can and in this event will proactively and with due expedition liaise with the Client to agree the next proximate suitable alternative date

PRODUCTS AND TRAINING SERVICES

5. (a) BTJ will use its reasonable endeavours to
 - (i) fulfil written orders for materials/ products in the quantity and on the date agreed with the Client and
 - (ii) in the case of a Trade only sale to arrange delivery of materials/products within 10 working days of receipt of order in writing
- (b) In the event that BTJ fails to perform or fulfil any training services on an agreed date or fails to fulfil any order for delivery of materials/products then in either case it shall repay to the Client any sums the Client shall have paid in respect thereof
- (c) in the event that any materials/products are delivered to the Client damaged or otherwise in a condition that is not of merchantable quality without fault on the part of the Client BTJ shall so far as it is able replace the same with similar materials/products upon receipt back from the Client of the faulty materials/products but so far as the law permits the Client shall not be entitled to a refund in lieu of such replacement unless BTJ due to circumstances outwith its control is unable to supply such replacement(s) when a full refund will be made to the Client