

Terms of Trade – Blue Banana 20 Ltd

Between:

Blue Banana 20 Limited and

(But not limited to), its subsidiaries, servants, agents, or associated entities (“the Client”).

The Parties Agree:

All written quotes provided shall form an integral and binding part of these terms and outline the precise nature and or costs of services to be provided.

Providing the Service

- Blue Banana 20 limited will use its best endeavours to provide the agreed services to the client during such hours and on such days as agreed upon by both parties.
- It is recognised by both parties that Blue Banana 20 is providing educational services to the Client and as such is not replacing any professional advice that should reasonably be sought before action on the part of the Client or any attendee.
- Blue Banana 20 shall not be liable for failure or delay in supply of services occasioned by any event beyond the company’s reasonable control. If Blue Banana 20 is unable to perform it’s obligations under this agreement as a direct result of any such event the partes involved agree to consult together to negotiate what alternative arrangements can be made.
- Blue Banana 20’s total liability under this agreement to the client or any other party will not exceed the amount of money actually paid to Blue Banana 20.
- The client will ensure that Blue Banana 20 has full and safe access to the clients premises or selected venue and any necessary materials and information reasonably required to enable Blue Banana 20 to comply with its obigations.
- Initial commencement dates, times and program content are included in any quote attached. Additional training beyond that outlined in the quote shall be confirmed in writing and deemed to also be an integral and binding part of this agreement. It is your responsibility to confirm to us that our “written outlines” reflect a correct understanding of your needs and the services you wish provided.
- Cancellation Clause: If cancellation occurs within 10 working days of the agreed delivery date, without an alternative date being mutually agreed upon, 50% of the fee will be chargeable as well as any costs incurred in preparation.
- While we are working together we may obtain knowledge of each other’s confidential information. Both parties agree not to use and or disclose the other parties confidential information to a third party without written authorization and that we agree to maintain that confidence even after our relationship has ended.

Intellectual Property

- Blue Banana 20 retains the rights for all “intellectual property” (including but not limited to - know how, inventions, improvements, concepts, ideas, processes, systems, procedures, plans, hand-out material both electronic and hard copy) associated with and originating from the services to be provided.
- As part of these terms Blue Banana 20 may agree to lift ‘restrictions on reproduction” so the Client may create manuals for the purposes associated with and originating from the services for which this agreement or other future agreements may apply.

- The Client agrees that they shall not reproduce any material for any purpose without the express written permission of Blue Banana 20 in part or whole for any purpose including (but not limited to) repeat training of any staff or management.
- If no further training is required for any reason whatsoever, the Client agrees to cease using any material provided or obtained and remove and destroy any and all copies of the material made available for reproduction in whatever form it is.

Pricing and Payment

- Wherever possible Blue Banana 20 will detail the expected charges and deposit prior to undertaking work on behalf of the client. Payment of deposit confirms booking. Quotes are valid for two months and all prices are quoted exclusive of GST unless stated otherwise.

Consultancy: An agreed deposit will be payable in advance, with the balance due as agreed between the parties and outlined in the written quote.

Conference / Workshop / Keynote clients - Will be asked to pay in full before service commences. The first half of fee will be payable on acceptance of a quote with the balance payable prior to delivery of services, unless other arrangements have been made. Service may be denied or delayed if payment is not received before the agreed commencement date.

- Payment can be made by internet banking. All charges are inclusive of any taxes payable by Blue Banana 20 Limited.
- Unpaid invoices may attract interest at the rate of 2% per month or part thereof on the overdue amount, from the date payment falls overdue, until the date payment is made in full. This does not affect our right to recover payment and the client will be liable for any costs in pursuing the debt.

This agreement may only be amended in writing and supersedes all prior oral or written agreements.

A signed and returned copy of these terms shall be deemed to be acceptance of the Terms and Conditions listed and that Blue Banana 20 Limited can commence preparation of material for delivery as outlined.

Signed for and on behalf of _____

Name: _____ Signed: _____

Signed for and on behalf of - Blue Banana 20 Limited

Signed: _____

Please sign and return to:

info@bluebanana.co.nz