

Customer Service.

Making a Difference For Licence



Big Picture
TRAINING



Making a Difference

Customers' expectations are rising.

Providing excellent customer service is vital to the reputation and overall success of every organisation and the people that work there. We're offering the UK housing sector the opportunity to secure a licence to use our Customer Service - Making a Difference suite of tools, to help you to make a difference to your customer service.

Customer Service – Making a difference isn't just a workshop.

It's a CPD accredited suite of tools, recognised by the Chartered Institute of Housing as meeting their professional standards.

It's designed to embed learning and equip delegates with the skills and understanding to improve the customers' experience of the service you provide.



**CPD
CERTIFIED**
The CPD Certification
Service



CIH
Chartered
Institute of
Housing
Recognised



Blended Learning

Each learning activity takes a blended learning approach, using a mixture of media and appealing to all learning styles.

Activities use real life stories and case studies to bring the subject matter to life, including:

- Group activities
- Videos
- Breakout sessions
- Thought showers
- Quizzes
- Games
- Case studies

Blended learning combines the best of both training environments—traditional live classroom training and eLearning.

By covering all bases, we can engage all learning styles. Those who learn better in a structured environment such as face-to-face learning with a facilitator, and those who learn better with semi-autonomous, computer-based training.

The blended learning approach includes:

- Pre-course Playbook containing an individual customer service self assessment, enabling delegates to assess themselves against customer service best practice.
- Delegates identify three areas of improvement and turn them into objectives to be included in their performance development plan.
- A customer service skills learning toolkit which, along with the performance objectives, embed the learning and continue to develop capability long after the workshop has ended.

Course Overview

The one day workshop takes a blended learning approach enabling delegates to:

- Build their customer service brand
- Consider the do's and don'ts of customer service and measure themselves against them
- Explore their own unconscious bias
- Understand how being customer focussed influences the success of their organisation
- Create their own customer service objectives that feed into the performance development process

This program is designed to provide staff with the confidence and skills to:



Build trusting relationships



Communicate effectively



Take ownership



Have a can-do attitude



Get it right first time

Tailored Training

When delivered in-house, this workshop can easily be aligned with an organisation's mission, vision and core values. To truly embed the learning.

Who Should Attend

- Anyone who wants to improve their customer service skills and knowledge.
- Those in a customer-facing role.



What's in the pack?

Your licence gives you the full CS-MAD program including:



Online self-paced SCORM compliant digital toolkit. Hosted by us or on your LMS



Trainer notes and materials



Slide deck Exercises
Delegate Playbook
Marketing Pack
Embedding Toolkit



This training has been a great platform for us to develop our customer experience journey. BVT worked with Big Picture Training to support the rollout of our Customer Experience Strategy and to get back to basics in understanding what good customer service looks like for our staff and customers.

Jo worked with us to help us to shape the training to meet our specific needs and delivered an engaging and interactive programme of training that was delivered to every member of staff. The early planning stages were really important and meant that Jo and the team were able to identify bespoke aspects of the programme for BVT.

This training has been a great platform for us to develop our customer experience journey. Thank you Jo and the team

Arthur Tsang (Director of Communities – Bournville Village Trust)

About Big Picture Training

Big Picture Training has been in business since 2012, providing training and consultancy services to the not-for-profit sector in the UK and Australia.

The business is supported by a network of employees and associates, each with their own areas of expertise. They offer customer experience (CX) consultancy, design and facilitate off-the-shelf and bespoke CPD accredited customer service training programs, and develop e-learning solutions.

Quality Assurance

Our learning and development solutions are tailored specifically to your organisation's needs and designed to bring your vision, brand, and culture to life.

Our motto is ***"to do ordinary things, extraordinarily well."***

Big Picture Training ensure that we provide quality learning and development solutions by being an internationally accredited CPD provider.

Clients can be assured that learning activities have been scrutinised for integrity and quality and have reached the required Continuing Professional Development standards and benchmarks.

Contact us

info@bigpicturetraining.com
www.bigpicturetraining.com

Frequently Asked Questions

We know that licensing a training program is a big decision, and you'll want to be clear on exactly what's included, how it works and what to expect.

To help, we've put together answers to some frequently asked questions.



01

What exactly is included in the CS-MAD licence?

Your licence gives you the full CS-MAD program, including:

- ✓ Trainer notes and Slide decks, exercises and activities
- ✓ Internal marketing toolkit
- ✓ Leadership embedding toolkit
- ✓ PDF Playbook
- ✓ SCORM compliant digital toolkit that can be used as post workshop self study or a stand alone eLearning



02

Who can deliver the program once we have the licence?

Any competent trainer within your organisation, or any consultant you authorise under your licence. There is no need for external trainers unless you want additional support.



03

How long does the licence last?

The licence is valid for 12 months from the date of agreement.



04

Is the licence renewable? If so, on what terms?

Yes. Licences are renewable annually, subject to agreement, at the renewal rate current at the time.



05

Are there any ongoing costs beyond the licence fee?

No – the fee covers everything included in the pack. Optional extras such as “train-the-trainer” support and hosting of the digital learning toolkit can be arranged separately if required.



06

Can we share the materials with other organisations?

No. The licence is granted to your organisation (or consultancy) only. Materials cannot be shared or sublicensed.

Frequently Asked Questions

We know that licensing a training program is a big decision, and you'll want to be clear on exactly what's included, how it works and what to expect.

To help, we've put together answers to some frequently asked questions.



Can we adapt the materials for our organisation/clients?

Yes – minor adaptations for branding, tone, or examples are fine. The core content must remain intact to protect the accreditation and quality standards.



Is training provided on how to deliver the program?

The materials are comprehensive and designed for easy delivery. However, we do offer optional train-the-trainer sessions if you'd like additional confidence before rolling out



What makes CS-MAD different from other customer service training?

CS-MAD is sector-specific. It's been created for housing and tested with thousands of delegates across the UK and Australia. It is CPD accredited and recognised by the Chartered Institute of Housing.



Can we use the CPD/CIH accreditation when delivering under licence?

Yes – as a licensee, you can reference CS-MAD's CPD accreditation and CIH recognition in your delivery, provided you use the program materials as designed.



What support do we get from Big Picture Training once we've licensed it?

We'll provide clear documentation and resources with your licence. Day-to-day delivery is self-managed, but we're on hand if you need advice or optional add-on support. You'll be enrolled on our Community of Practice and will be able to engage with other Licensees/access heaps of additional resources.



What results have other organisations seen from CS-MAD?

Across the UK, more than 2,000 delegates have completed CS-MAD, with a 97% satisfaction rate. Feedback consistently shows improvements in customer confidence, complaint handling, and consistency of service.

CS-MAD Licence Fee Schedule (UK)

1. Housing Associations / In-House Delivery

Annual Licence Fee: £3,950 + VAT

Includes:

- Unlimited internal delivery across your organisation
- CPD accreditation
- Trainer pack (slides, facilitator notes, exercises)
- Delegate workbooks (print-ready files)
- Updates aligned to sector/regulatory changes
- Access to our Licensees Community of Practice
- Internal marketing toolkit and Leadership embedding Toolkit

Training Providers / Consultancy Delivery

- **Exclusive Regional Annual Licence Fee: £2,000 + VAT**
- Per Delegate Royalty Fee: £25 + VAT per participant trained

Includes: everything above plus:

- Commercial delivery rights (in-house & open programmes)
- Exclusive delivery rights in your region

Optional Add-Ons

- **Train the Trainer session**
- **Hosting of the Digital Learning Toolkit (eLearning)** with tracking
- **Printed delegate workbooks:** £15 each + shipping

LICENCE AGREEMENT

THIS LICENCE AGREEMENT (hereinafter "Agreement") is dated **Date**

BETWEEN THE LICENSOR:

Big Picture Training & Learning Design Ltd (Registration number: 14352318)
(hereinafter "Licensor")

Of the following address:

14 Mount Pleasant, Yardley Gobion, NN12 7TL

AND THE LICENSEE:

Name of Licensee (hereinafter "Licensee")

Of the following address:

Address of Licensee

RECITALS

WHEREAS, Licensors own all right, title and interest in and to a certain work of intellectual property (hereinafter "Work"), defined specifically as the following:

The Customer Service – Making a Difference (CS-MAD) suite of tools

WHEREAS, Licensee wishes to use said Work;

WHEREAS, Licensors are willing to grant a licence in and to said Work.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

(1) DEFINITIONS

In this Agreement, the following definitions apply:

"Agreement" means this agreement.

"Agreement Date" means **Date of agreement**

"Business Day" means a day which is not a Saturday, Sunday, public holiday or bank holiday in the United Kingdom.

"Commencement Date" means **Commencement date**

"Derivative Works" means works that are an adaptation of the Work, that reproduce a substantial part of the Work, or that combine the Work with other pre-existing work.

"Value added tax" means Value Added Tax imposed on a supply of goods or services.

"VAT" means Value Added Tax.

"VT Law" means the same as in the *Value Added Tax Act 1994*.

"Intellectual Property Rights" means, in relation to the Work, or any part, summary or derivation of the Work, all present and all future right title and interest in or to any confidential information, logos, brand names, business names, trade names, domain names, registered trademarks, unregistered trademarks, registered designs, unregistered designs, copyrights, patents,

service marks, business know-how, inventions, computer programs, business systems or other related information.

"*Licence*" has the meaning as defined in the "Grant of Licence" clause of this Agreement.

"*Moral Rights*" means the same as in the *Copyright, Designs and Patents Act 1988*.

"*Party*" means either the Licensor or the Licensee.

"*Parties*" means the Licensor and the Licensee collectively.

"*Purpose*" has the meaning as defined in the "Grant of Licence" clause of this Agreement.

"*Work*" means the Work of intellectual property which is described as follows: *The Customer Service – Making a Difference (CS-MAD) suite of tools*

(2) INTERPRETATION

In this Agreement, unless the context otherwise requires, the following rules of interpretation shall apply:

- (a) Words referring to one gender include every other gender.
- (b) Words referring to a singular number include the plural, and words referring to a plural include the singular.
- (c) If a word or phrase is defined in this Agreement then any grammatical variations of that word or phrase have a corresponding meaning.
- (d) Words referring to a person or persons include firms, corporations, associations, partnerships, joint ventures, authorities, government bodies, organisations and other legal entities, and vice versa.
- (e) Any reference to time is a reference to time in the United Kingdom.
- (f) In the event that something must be done under this Agreement on or before a particular date, if that date falls on a day which is not a business day, then that thing must be done on or before the next business day.
- (g) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- (h) Headings and titles are included in this Agreement for convenience only and shall not affect the interpretation of this Agreement.

(i) Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Agreement and the events contemplated by it.

(j) A reference to legislation or any part or provision of that legislation includes any subordinate legislation, any amended legislation, and any substituted legislation issued under that legislation.

(k) A reference to an agreement or document is a reference to that agreement or document as amended, replaced, supplemented or novated from time to time.

(l) A reference to a Party also includes that Party's successors, assigns, legal personal representatives and/or any person that is substituted by way of novation.

(m) Any reference to money or currency, unless otherwise specified, is a reference to Great British Pounds.

(3) GRANT OF LICENCE

(a) The Licensor owns the following property (the "Work"):

The Customer Service – Making a Difference (CS-MAD) suite of tools

(b) In accordance with this Agreement, the Licensor grants the Licensee an exclusive licence to use the Work (the "Licence").

(c) The Licence permits the Licensee to use the Work for the following purpose ("Purpose"):

The Licensee may use the material for the purpose of providing the Customer Service Making a Difference training program to their employees or clients if the Licensee is a consultant. The Licensee may not duplicate the material for any other purpose, sell or distribute the material to a third-party organisation.

(d) The Licensee may not use the Work for any purpose other than the Purpose described under the preceding clause hereof, except with the Licensor's express written permission.

(e) The Licensor retains title and ownership of the Work.

(f) This grant of Licence only applies to the following geographical area (the "Geographical Area"):

Anywhere within the United Kingdom

(g) The Licensee may not use the Work in any location outside of the Geographical Area, except with the express written permission of the Licensor.

(h) Except as otherwise expressly provided in this Agreement, the Licensor retains all rights, titles, interests and licences in the Work which are not expressly granted under this Agreement apart from those elements of the eLearning that are expressly the IP of the Licensee.

(4) FEES

Licensee shall pay to Licensor a royalty payment ("Royalty") which shall be calculated according to the following payment arrangement:

The Licensee will pay the Licensor an annual licence fee of

£~~fee~~

(5) VALUE ADDED TAX

(a) Unless otherwise explicitly agreed to by each of the Parties, the Royalty payable under this Agreement excludes VAT.

(b) In the event that VAT is payable on the Royalty under this Agreement, the Licensee will pay to the Licensor an amount equal to the VAT payable on the Royalty ("the VAT Amount"), calculated by multiplying the Royalty by the prevailing VAT rate.

(c) The Licensee must pay the VAT Amount to the Licensor at the same time and in the same manner as the Royalty is payable.

(d) Any obligation on the Licensee to pay the VAT Amount under this clause is conditional on the Licensor providing to the Licensee a valid tax invoice in accordance with VAT Law.

(e) This clause will survive Termination, expiration or Completion of this Agreement.

(6) LICENSOR MUST FURNISH WORK

The Licensor must furnish the Work to the Licensee, for the purposes of this Agreement, in the following manner:

A zip file containing the Customer Service – Making a Difference Playbook, trainer notes, PowerPoint Slides, exercises and a proposed marketing plan.

The Licensor will provide a link to the downloadable SCORM compliant zip files for the digital learning toolkit.

The Licensor will host the digital learning toolkit for the Licensee on their Learning Management System. (Delete as appropriate)

(7) MODIFICATIONS

Unless the prior written approval of the Licensor is given, the Licensee may not modify or change the Work in any manner.

The Licensor will carry out any modifications at the request of the Licensee at no charge, as long as the modifications require less than one hour to complete.

Any modifications requested by the Licensee, that require more than one hour to complete will be charged at the Licensor's hourly/daily rate.

(8) INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

In the event that either Party (the "First Party") becomes aware of any infringement or any threatened infringement of any Intellectual Property Rights in relation to the Work, or of any common law 'passing off' in relation to any Intellectual Property Rights, then:

- (a) The First Party must immediately notify the other Party of such infringement or 'passing off' (together hereinafter "Infringement").
- (b) The Parties must each take all reasonably necessary steps, including executing all necessary documents, and must cooperate in good faith, in order to protect and enforce both Parties' Intellectual Property Rights in relation to the Work.
- (c) The costs and expenses of any action taken under this clause in relation to an Infringement, including but not limited to any legal costs, must be shared equally between the Parties.

(9) LICENSEE WARRANTIES

(a) The Licensee hereby provides the following warranties (hereinafter the "Licensee's Warranties"):

- (I) That the Licensee has the full legal authority and capacity to enter this Agreement.
- (II) That the Licensee will only use the Work in accordance with the Licence granted under this Agreement.

(b) This clause will survive Termination, expiration or Completion of this Agreement.

(10) LICENSEE INDEMNITY

(a) The Licensee hereby indemnifies, keeps indemnified, and holds harmless the Licensor against any losses, liabilities, claims, damages, expenses, charges, fines, penalties or other costs whatsoever which the Licensor or any directors, employees, officers, agents, representatives or contractors of the Licensor may incur, directly or indirectly in relation to:

(I) the use, operation, storage, repair or maintenance of the Work; or

(II) any loss or damage to property in connection with the use, operation, storage, repair or maintenance of the Work; or

(III) any injury (or death) suffered by any person in connection with the use, operation, storage, repair or maintenance of the Work; or

(IV) any loss or destruction of the Work; or

(V) any damage to the Work; or

(VI) any breach of this Agreement by the Licensee or by any directors, employees, officers, agents, representatives or contractors of the Licensee; or

(VII) any breach by the Licensee or by any directors, employees, officers, agents, representatives or contractors of the Licensee, of any registration, licence, permit, authorisation, regulation, legislation, by-law, ordinance or rule relating to the use of the Work; or

(VIII) any claim made by a third party against the Licensor that is related in any way to the Licensee's use of the Work; or

(IX) any costs which the Licensor might incur in enforcing its rights under this Agreement, including the Licensor's legal costs on a full indemnity basis.

(b) The Licensee will not be liable under this clause for any loss, liability, claim, damages, expense, charge, fine, penalty or other cost which is caused by the Licensor's gross negligence, wilful misconduct, or bad faith.

(c) This clause will survive Termination, expiration or Completion of this Agreement.

(11) WARRANTIES REGARDING LEGAL ADVICE

(a) Each Party, (which for the purposes of this clause shall be referred to as the "Warranting Party" as the context requires) hereby respectively warrants:

(I) That the Warranting Party fully understands the terms of this Agreement.

(II) That the Warranting Party has had the opportunity to obtain independent legal advice in relation to the matters addressed by this Agreement and the Warranting Party has either:

(A) taken such independent legal advice; or

(B) elected not to take such independent legal advice.

(III) That the Warranting Party has not been induced to enter this Agreement by any representation(s) made by the other Party or by any officer, employee, director, agent, contractor, assignee, successor or other representative of the other Party, except as provided in this Agreement.

(b) This clause will survive Termination, expiration or Completion of this Agreement.

(12) WARRANTIES REGARDING COMPETITION

(a) Each Party hereby respectively warrants:

(I) That this Agreement does not relate to a contract, arrangement, or understanding, or a concerted practice for the purpose, or with the likely effect, of substantially lessening competition;

(II) That this Agreement does not relate to some kind of exclusive dealing between the parties, for the purpose, or with the effect or likely effect, of substantially lessening competition;

(III) That this Agreement does not relate to some kind of arrangement involving "price fixing", whereby competitors have agreed on pricing rather than competing against each other;

(IV) That this Agreement does not relate to some kind of arrangement involving "output restrictions", whereby competitors have agreed to prevent, restrict, or limit the volume or type of particular goods or services available;

(V) That this Agreement does not relate to some kind of arrangement involving "market sharing", whereby competitors have agreed to divide or allocate customers, suppliers, or territories among themselves rather than allowing competitive market forces to work; and

(VI) That this Agreement does not relate to some kind of arrangement involving "bid rigging" or "collusive tendering", whereby competitors have agreed they will not compete genuinely with each other for tenders, allowing one of the competitors to 'win' the tender.

(b) This clause will survive Termination, expiration or Completion of this Agreement.

(13) LIMITATION OF LIABILITY

(a) The Licensee may have certain rights under the Consumer Rights Act (CRA) under other similar or related consumer protection laws.

(b) The CRA (or any other similar or related consumer protection laws) may give the Licensee certain rights, warranties, guarantees and remedies regarding the provision of goods or services by the Licensor, which cannot be excluded, modified or restricted by the Licensor ("Statutory Rights").

(c) The Licensor's liability to the Licensee is governed solely by the CRA (and any other similar or related consumer protection laws) and by this Agreement.

(d) To the maximum extent permitted by law, except as otherwise provided in this Agreement, and except in cases of death or personal injury caused by a Party's gross negligence, wilful misconduct or bad faith, that Party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the fulfilment of obligations under this Agreement, liability shall be limited to Fees paid by the Licensee to the Licensor.

(e) To the extent it is lawful, and except as otherwise provided in this Agreement, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits or business.

(f) When the Licensee's Statutory Rights apply, to the maximum extent possible, the Licensor's liability in respect of any claim is limited to, at the Licensee's option:

(I) in the case of goods:

(A) a replacement of the goods; or

(B) the supply of equivalent goods; or

(C) a repair of the goods; or

(D) the payment of the cost of replacing the goods; or

(E) the payment of the cost of acquiring equivalent goods or of having the goods supplied again; or

(F) the payment of the cost of having the goods repaired; and

(II) in the case of services:

(A) the supply of the services again; or

(B) the payment of the cost of having the services supplied again.

(g) This clause will survive the Termination or expiration of this Agreement.

(14) TRANSFER OF RIGHTS

(a) This Agreement shall be binding on any successors of the Parties.

(b) This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party without the prior written consent of the other Party.

(c) This clause will survive Termination, expiration or Completion of this Agreement.

(15) COMMENCEMENT

The Licence created under this Agreement commences on the following date ("Commencement Date"):

Date

(16) TERMINATION

(a) This Agreement may be terminated by either Party by providing 30 days' written notice to the other Party. No refund will be given.

(b) In addition, this Agreement may be terminated by the Licensor if:

(I) The Licensee fails to pay any part of the Royalty or any other payment when due under the terms of this Agreement.

(II) The Licensee is declared bankrupt, enters into administration or enters into liquidation.

(III) The Licensee is in breach of this Agreement and fails to rectify the said breach within 21 days after receiving notice from the Licensor of the said breach.

(c) In addition, this Agreement may be terminated by the Licensee if:

(I) The Licensor is declared bankrupt, enters into administration or enters into liquidation.

(II) The Licensor is in breach of this Agreement and fails to rectify the said breach within 21 days after receiving notice from the Licensee of the said breach.

(d) Immediately upon the termination of this Agreement:

(I) Any and all rights in the Work will revert to the Licensor.

(II) Any and all Royalty payments which have previously been paid by the Licensee remain the Licensor's property and the Licensee has no right to make any claim in relation to them.

(III) Any and all obligations for Royalty payments which are accrued but unpaid as at the date of termination must be paid in full to the Licensor.

(IV) The Licensee must, upon demand by the Licensor, provide to the Licensor any and all documents or other materials in the Licensee's possession which relate to the Work.

(V) The Licensee must, upon demand by the Licensor, take any reasonable steps as requested by the Licensor to protect the Licensor's right, title and interest in the Work.

(e) In the event that this Agreement is terminated by the Licensee, the Licensee shall remain liable for any and all Royalty payments or other payments accrued under the terms of this Agreement as at the date of termination.

(17) NOTICES

(a) Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will be deemed validly given to the Licensor if delivered to the following address:

Joanna.leckie@bigpicturetraining.com

(b) Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will be deemed validly given to the Licensee if delivered to the following address:

Licensee Address

(c) Either Party ("the Nominating Party") may nominate another address ("the New Address") by notifying the other Party in writing of the New Address. Any notice demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will, after nomination of the New Address, be deemed validly given if delivered to the Nominating Party at the New Address.

(d) Other relevant contact details are as follows:

Licensor email: joanna.leckie@bigpicturetraining.com

Licensor phone: +44 (0) 7736036004

(18) WRITTEN COMMUNICATION

In relation to any correspondence or notification which is required under this Agreement to be provided in writing from one Party to the other Party:

(a) such notice is properly given if given to the other Party:

(I) by email to an email address that the other Party has nominated, acknowledged or used in connection with this Agreement.

(II) by facsimile to a facsimile address which the other party has nominated, acknowledged or used in connection with this Agreement.

(III) by post to a postal address the other party has nominated, acknowledged or used in connection with this Agreement.

(b) such notice is taken to be received:

(I) if sent by email, when the email becomes capable of being retrieved by the recipient at the relevant email address.

(II) if sent by facsimile, at the time shown of correct and complete transmission to the recipient's facsimile number by the sending machine.

(III) if sent by prepaid post within the United Kingdom, five (5) days after the date of posting.

(IV) if sent by prepaid post to or from an address outside the United Kingdom, twenty one (21) days after the date of posting.

(19) GENERAL PROVISIONS

(a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the United Kingdom.

(b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

(c) AMENDMENTS: No amendment to or modification of this Agreement, and no additional obligation or obligations in relation to this Agreement or the subject matter of this Agreement, will bind any Party unless evidenced in writing and signed by both Parties.

(d) RIGHTS, REMEDIES AND POWERS: Unless expressly provided in this Agreement, any rights, remedies or powers which a Party acquires under this Agreement are cumulative and apply in addition to any rights, remedies or powers which that Party may otherwise have. Unless expressly provided in this Agreement, nothing in this Agreement shall in any way reduce, extinguish, postpone, restrict or otherwise limit any right, remedy or power which that Party may have.

(e) SURVIVAL OF OBLIGATIONS: Notwithstanding any other provisions of this Agreement, at the Termination, expiration or Completion of this Agreement, any provisions of this Agreement which would by their nature be expected to survive Termination, expiration or Completion shall remain in full force and effect, including but not limited to any provisions which are explicitly stated to survive Termination, expiration or Completion.

(f) NO WAIVER: None of the powers or rights created under the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. A power or right under the terms of this Agreement may only be waived in writing, signed by the Party that is waiving the said power or right. No waiver of any power or right under a term of this Agreement shall constitute a waiver of any other power or right or of the same power or right on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

(g) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

(h) ENTIRE AGREEMENT: The Parties agree that in relation to the subject matter of this Agreement, this Agreement represents the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral. The Parties confirm that no warranties, representations, conditions or collateral agreements affect this Agreement or the subject matter of this Agreement except as expressly provided in this Agreement. The Parties each respectively agree that in entering into this Agreement, they did

not do so in reliance on any representations, warranties or other provisions except for those which are expressly provided in this Agreement.

(i) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

(j) FORCE MAJEURE/EXCUSE: Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, labour or transportation disputes, and other acts which may be due to unforeseen circumstances.

(k) FURTHER ACTS: Each Party must, and must ensure that its directors, employees, officers, agents, representatives and contractors do all things and sign, execute and deliver all documents, agreements and instruments as reasonably required in order to give effect to this Agreement and to the rights and obligations of the Parties created under this Agreement.

EXECUTED AS AN AGREEMENT THIS DATE

Executed by Big Picture Training & Learning Design by:

Signature of sole director/secretary

Name of sole director/secretary

Executed by **Name of organisation** by:

Signature

Name



Big Picture
TRAINING

Book a consultation.

If you have any further questions or would like to purchase a licence, please contact us. We look forward to speaking to you.

Contact us

info@bigpicturetraining.com
www.bigpicturetraining.com
UK: +44 (0) 77360 36004

