



TERMS AND CONDITIONS

Effective date: 20 February 2026

Last updated: 23 July 2026

1. About these Terms

These Terms and Conditions (“Terms”) govern the supply of services by Athena GESDA Ltd and the use of our website, online registration and payment facilities.

Please read these Terms carefully before purchasing, booking, registering for or otherwise engaging with any of our services.

By:

- accepting a proposal, quotation, statement of work or booking confirmation;
- signing a contract with us;
- submitting an online booking or registration;
- making full or partial payment;
- attending or participating in a programme, event or roadshow; or
- instructing us to begin providing services,

you confirm that you have read, understood and agreed to these Terms.

Where a separate written agreement, proposal, statement of work, booking form or programme confirmation has been issued, that document will form part of the agreement between us.

If there is any conflict between these Terms and a separately signed written agreement, the separately signed written agreement will take priority to the extent of that conflict.

2. Information about Athena GESDA

Athena GESDA Ltd is a company incorporated in England and Wales.

Company name: Athena GESDA Ltd

Company number: 7044526

Registered office: 71 Prospect Street, Nottingham, NG7 5QE, United Kingdom

Email: info@athenagesda.org

Website: www.athenagesda.org

In these Terms, “Athena GESDA”, “we”, “us” and “our” refer to Athena GESDA Ltd.

“You”, “your” and “Client” refer to the person, institution, university, school, organisation, company or other entity purchasing, booking or receiving the Services.

3. Definitions

In these Terms:

“Booking” means a confirmed registration, reservation or purchase relating to a Service.

“Business Client” means a person acting for purposes connected wholly or mainly with their trade, business, profession, institution or organisation.

“Consumer” means an individual acting for purposes wholly or mainly outside their trade, business, craft or profession.

“Client Materials” means information, documents, branding, data, presentations, photographs, recordings, content or other materials supplied by or on behalf of the Client.

“Contract” means the legally binding agreement between Athena GESDA and the Client, comprising these Terms and any applicable proposal, quotation, statement of work, booking form, order confirmation or other written agreement.

“Delegate” means an individual registered to attend or participate in a roadshow, event, training programme, visit, conference, workshop or other programme.

“Event” includes a roadshow, conference, seminar, webinar, workshop, institutional visit, networking event, training session, leadership programme, immersion programme or similar activity.

“Fees” means all amounts payable to Athena GESDA for the Services.

“Intellectual Property Rights” means copyright, trademarks, trade names, business names, database rights, design rights, patents, confidential information, know-how and all other intellectual property rights, whether registered or unregistered.

“Partner” means any university, school, venue, travel provider, local delivery organisation, consultant, contractor or third party involved in supporting or delivering a Service.

“Services” means any services supplied or arranged by Athena GESDA, including those described in clause 4.

“Statement of Work” means a written document setting out the particular Services, scope, Fees, deliverables, timetable and responsibilities agreed between us and the Client.

4. Our Services

Athena GESDA provides international education consultancy and programme-delivery services.

Our Services may include:

- international student recruitment strategy;
- market entry and market development consultancy;
- institutional partnership development;
- transnational education and internationalisation advisory;
- education market research and analysis;
- international recruitment roadshows;
- school and university engagement programmes;
- conferences, seminars, workshops and networking events;
- student, parent and counsellor engagement;
- leadership immersion programmes;
- academic and professional training;
- counsellor training and certification;
- university-industry-government engagement;
- employability and enterprise programmes;
- Global Capability Centre advisory and operational support;
- admissions, conversion, compliance and recruitment consultancy;
- international mobility and delegation programmes;
- event design, coordination and facilitation;
- business introductions and partnership facilitation;
- marketing and communications advisory;
- digital or downloadable resources; and
- any other services described in a proposal, quotation, booking page or Statement of Work.

The precise scope of each engagement will be set out in the relevant proposal, quotation, Booking confirmation or Statement of Work.

5. Basis of the Contract

A request for information, proposal, quotation, registration form or Booking page does not by itself constitute an offer capable of acceptance.

A Contract is formed when we:

- issue written confirmation accepting your Booking or instruction;
- receive payment where payment is required to confirm the Booking;
- both sign a written agreement; or
- begin supplying the Services at your request.

We reserve the right to decline an instruction or Booking at our reasonable discretion, including where:

- capacity is unavailable;
- payment has not been received;
- information provided is incomplete or inaccurate;
- participation may create a legal, regulatory, reputational, safeguarding or security risk;
- the requested Services fall outside our expertise or agreed scope; or
- a conflict of interest exists.

No person other than an authorised representative of Athena GESDA may agree variations to these Terms.

6. Quotations and Proposals

Unless otherwise stated, a quotation or proposal is valid for 30 calendar days from its issue date.

A quotation is based on the information available to us at the time it is prepared. We may revise the Fees or scope where:

- the Client changes its requirements;
- relevant information was omitted or inaccurate;
- additional work becomes necessary;

- project timelines are delayed for reasons outside our control;
- travel, venue, supplier or regulatory costs materially change; or
- circumstances arise that could not reasonably have been anticipated.

Any additional work outside the agreed scope may be subject to further Fees.

Estimates of timescales, outcomes, delegate numbers, meetings, leads, applications, enrolments, partnerships or commercial results are indicative only unless expressly guaranteed in a signed written agreement.

7. Client Responsibilities

The Client must:

- provide complete, accurate and timely information;
- provide reasonable access to relevant staff, systems, documents and decision-makers;
- respond promptly to requests for instructions or approvals;
- ensure that Client Materials are accurate, lawful and suitable for the intended purpose;
- obtain all permissions, licences and consents necessary for Client Materials;
- comply with applicable laws, regulations and professional standards;
- ensure that its representatives and Delegates comply with these Terms;
- make payments when due;
- inform us promptly of any change affecting the Services;
- obtain appropriate visas, passports, insurance and travel permissions where applicable; and
- cooperate reasonably with Athena GESDA and its Partners.

The Client is responsible for decisions made on the basis of our advice and for independently assessing whether recommendations are appropriate for its institution, operations and regulatory obligations.

We will not be responsible for delay, additional cost or failure caused by the Client's failure to comply with this clause.

Where a Client delay affects the timetable, we may:

- adjust the delivery schedule;
- reallocate personnel;
- suspend work;
- charge reasonable additional Fees; or
- treat prolonged delay as a cancellation.

8. Consultancy and Advisory Services

We will provide consultancy and advisory Services with reasonable care and skill.

Our advice is based on:

- the agreed scope;
- information provided by the Client;
- information reasonably available at the relevant time;
- our professional experience; and
- applicable market conditions.

Unless expressly agreed otherwise, our Services do not constitute:

- legal advice;
- immigration advice;
- tax advice;
- accounting advice;
- investment advice;
- regulated financial advice; or
- a guarantee of recruitment, admissions, visa, partnership or commercial outcomes.

The Client should obtain advice from appropriately qualified professionals where legal, immigration, tax, accounting, regulatory or financial matters arise.

Reports, recommendations and deliverables are prepared solely for the Client and for the purpose described in the Contract. They must not be relied upon by third parties without our prior written consent.

9. No Guarantee of Results

Athena GESDA will use reasonable skill, care and professional judgement when delivering the Services.

However, we do not guarantee:

- a particular number of student leads;
- applications, offers, deposits or enrolments;
- admission to an educational institution;
- visa approval;
- scholarship awards;
- completion of a partnership agreement;
- commercial contracts or investment;
- attendance by a particular institution or individual;
- a minimum number of meetings;
- regulatory approval;
- entry into a particular market; or
- any specific financial, recruitment or institutional outcome.

Results may depend on factors outside our control, including market conditions, visa policy, institutional decisions, student behaviour, competitor activity, political circumstances and Client performance.

Any forecasts, projections, targets or expected outcomes are estimates and not guarantees.

10. Roadshows, Events and Programmes

Programme dates, destinations, venues, schedules, speakers, schools, universities, institutions and activities are subject to reasonable change.

We may alter a programme where necessary because of:

- host institution availability;
- venue requirements;
- travel disruption;

- safety or security concerns;
- local regulation;
- visa restrictions;
- public health requirements;
- weather;
- low attendance;
- speaker availability;
- political or civil disruption;
- force majeure; or
- other circumstances beyond our reasonable control.

Where reasonably possible, we will provide a substantially equivalent alternative.

Changes to individual schools, universities, speakers, meetings, venues, hotels or itinerary components will not normally entitle the Client to cancel or receive a refund, provided that the overall purpose and substance of the programme remain materially similar.

Published itineraries are indicative unless expressly stated to be final.

11. Delegate Substitutions

A Client may request to substitute a Delegate by providing written notice before the programme begins.

Substitutions are subject to:

- our written approval;
- any venue, visa, travel or supplier restrictions;
- payment of any additional costs; and
- receipt of the substitute Delegate's information by the required deadline.

An administration fee of £100 may be charged for a substitution.

A substitution will not be possible where airline tickets, visas, accommodation or other arrangements are non-transferable.

12. Delegate Conduct

Delegates must behave professionally and respectfully.

We may refuse admission to, suspend or remove any Delegate whose conduct:

- is abusive, threatening, discriminatory or disruptive;
- creates a safeguarding, security or reputational risk;
- breaches applicable law;
- breaches host institution or venue rules;
- infringes another person's rights;
- involves harassment or inappropriate behaviour;
- risks damage to property; or
- materially interferes with delivery of the programme.

No refund will be payable where participation is terminated because of the Delegate's conduct.

The Client will be responsible for damage, loss or additional costs caused by its Delegates or representatives.

13. Travel, Visas and Insurance

Unless expressly included in writing based on packages selected, the Client and each Delegate are responsible for arranging and paying for:

- international and domestic travel;
- passports;
- visas and entry permissions;
- travel insurance;
- medical insurance;
- vaccinations;
- accommodation;
- meals;
- transfers;
- personal expenses; and

- compliance with entry and health requirements.

Where Athena GESDA assists with travel, accommodation or visa-support documentation, we act only as a coordinator or intermediary unless expressly stated otherwise.

We do not guarantee that:

- a visa will be granted;
- travel will operate as scheduled;
- a Delegate will be admitted into a country;
- a supplier will provide a particular standard of service; or
- travel disruption will not occur.

A visa refusal does not automatically create a right to a refund.

Clients and Delegates should purchase appropriate travel and cancellation insurance at the time of Booking.

14. Third-Party Suppliers and Partners

We may engage Partners and third-party suppliers to deliver parts of the Services.

These may include:

- venues;
- hotels;
- airlines;
- transport operators;
- local event partners;
- consultants;
- trainers;
- technology providers;
- educational institutions;
- schools;
- universities;
- payment processors; and

- marketing or communications providers.

Some services may be subject to the third party's own terms and conditions.

Athena GESDA is not responsible for the independent acts or omissions of a third party except to the extent that liability cannot lawfully be excluded.

We will use reasonable care when selecting and coordinating material suppliers.

15. Fees and Taxes

The Client must pay the Fees set out in the relevant invoice, proposal, Booking page, quotation or Statement of Work.

Unless stated otherwise:

- Fees are quoted in pounds sterling;
- Fees exclude VAT and similar taxes;
- applicable VAT or other taxes will be added where legally required;
- bank charges, currency conversion charges and payment-processing costs are the Client's responsibility;
- travel and third-party expenses are charged separately; and
- Fees must be paid without deduction, withholding, counterclaim or set-off.

Where withholding tax is required by law, the Client must:

- notify us before payment;
- provide appropriate official evidence; and
- where legally permissible, increase the payment so that Athena GESDA receives the full invoiced amount.

16. Payment Terms

Unless otherwise stated in writing:

- invoices are payable within 14 calendar days of the invoice date;
- Bookings are not confirmed until the required payment has cleared;
- deposits are payable immediately;
- final balances must be received by the deadline stated in the invoice or Booking confirmation; and

- all amounts must be paid in cleared funds and in the case of International Education Roadshows, the funds must be cleared one week before the start of the roadshow.

For consultancy retainers, we may invoice monthly in advance.

For projects, roadshows and Events, we may require:

- a non-refundable Booking deposit;
- staged payments;
- full payment before commencement; or
- payment of third-party costs in advance.

The Client is responsible for ensuring that any purchase-order or internal procurement requirements are completed in time. Failure to issue a purchase order does not remove the Client's obligation to pay where Services have been properly authorised.

17. Online Payments

Online payments may be processed through an authorised third-party payment gateway.

By making an online payment, you confirm that:

- you are authorised to use the selected payment method;
- the payment information provided is accurate;
- sufficient funds or credit are available; and
- you authorise the relevant payment provider to process the transaction.

Athena GESDA does not normally receive or store complete payment-card information.

Payments may be subject to security, fraud-prevention and identity-verification checks.

We may suspend or cancel a Booking where a payment:

- is declined;
- is reversed;
- is charged back;
- is suspected to be fraudulent; or
- has been made without proper authority.

The Client must not initiate a chargeback in respect of a legitimate and undisputed payment without first contacting Athena GESDA and allowing a reasonable opportunity to investigate.

Nothing in this clause prevents a Consumer from exercising lawful rights relating to unauthorised transactions or disputed payments.

18. Deposits

Where a deposit is required, the Booking will not be secured until the deposit has been received in cleared funds.

Unless expressly stated otherwise:

- the deposit is applied towards the total Fees;
- the deposit reflects administrative work, reserved capacity, planning and potential third-party commitments; and
- the deposit may be non-refundable where this is clearly stated before the Booking is made.

Any non-refundable amount will be limited to an amount reasonably reflecting work completed, costs incurred, capacity reserved and losses that cannot reasonably be avoided.

Consumer statutory rights are not affected.

19. Late Payment

If a Business Client fails to pay an undisputed amount when due, we may:

- suspend the Services;
- withhold deliverables;
- cancel future participation or Bookings;
- withdraw credit terms;
- require payment in advance;
- recover reasonable debt-enforcement costs; and
- charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 and associated regulations.

Where statutory interest applies, it may be charged at the applicable statutory rate from the due date until payment is received in full.

The Client must reimburse reasonable legal, collection and recovery costs incurred in recovering overdue sums, to the extent permitted by law.

Interest does not prevent us from exercising any other contractual or legal remedy.

20. Cancellation by the Client

Cancellation must be submitted in writing to info@athenagesda.org.

A cancellation is effective when we acknowledge it in writing.

Cancellation charges will depend on:

- the type of Service;
- the date notice is received;
- work already completed;
- capacity reserved;
- third-party commitments;
- non-refundable supplier costs; and
- our ability to mitigate the loss.

Unless different terms are stated in the proposal, Booking confirmation or Refund and Cancellation Policy, the following will apply to Business Clients purchasing roadshows, Events or programmes:

Notice received before start date	Cancellation charge
More than 90 calendar days	Deposit plus non-refundable costs already incurred
61–90 calendar days	25% of total Fees plus non-refundable third-party costs
31–60 calendar days	50% of total Fees plus non-refundable third-party costs
15–30 calendar days	75% of total Fees plus non-refundable third-party costs
14 calendar days or fewer	100% of total Fees

For consultancy and project work, the Client must pay for:

- work completed up to the cancellation date;
- committed personnel time that cannot reasonably be reallocated;
- approved expenses;
- non-cancellable third-party costs; and
- any cancellation fee set out in the applicable Statement of Work.

Cancellation charges are intended to represent a reasonable estimate of our likely losses and commitments, not a penalty.

Consumer cancellation rights are addressed separately in clause 23.

21. Rescheduling by the Client

A request to reschedule is subject to our written agreement and availability.

We may require payment of:

- an administration fee;
- additional planning or staffing costs;
- supplier amendment charges;
- increases in travel or venue costs; and
- losses arising from the original dates being reserved.

Where a rescheduled service is subsequently cancelled, cancellation charges may be calculated by reference to the original start date or the rescheduled start date, whichever results in the greater reasonably incurred loss.

22. Cancellation or Changes by Athena GESDA

We may cancel, postpone, relocate, combine, shorten, extend or materially alter a Service where reasonably necessary.

Where we cancel an entire Service and do not provide a reasonable alternative, the Client may choose between:

- a credit towards another Athena GESDA service; or
- a refund of Fees paid directly to Athena GESDA for the cancelled Service.

Unless required by law, we will not be responsible for:

- flights;
- visas;
- accommodation;
- insurance;
- internal staffing;
- currency losses;
- consequential business costs; or
- other arrangements purchased separately by the Client.

Where a Service is postponed or rescheduled, the Booking will normally transfer to the new date.

Where the Client cannot reasonably attend the new date, we will consider a credit, substitution or refund having regard to the circumstances, costs already incurred and applicable law.

23. Consumer Cancellation Rights

This clause applies only where the Client is a Consumer and enters into a distance or off-premises contract to which statutory cancellation rights apply.

A Consumer may have the right to cancel the Contract within 14 days without giving a reason.

For a service contract, the cancellation period will normally expire 14 days after the Contract is formed.

To exercise the right to cancel, the Consumer must provide a clear written statement to:

Athena GESDA Ltd

Email: info@athenagesda.org

The Consumer may use the following wording:

I hereby give notice that I cancel my contract for the following service: [insert service].

Ordered on: [insert date].

Name: [insert name].

Address: [insert address].

Date: [insert date].

Where the Consumer asks us to begin supplying Services during the 14-day cancellation period:

- the Consumer expressly requests early performance;
- the Consumer may be required to pay a proportionate amount for Services supplied before cancellation; and
- the cancellation right may be lost once the Service has been fully performed, provided the required prior request and acknowledgement were given.

Statutory cancellation rights may not apply to certain services connected with leisure activities, accommodation, transport, catering or Events scheduled for a specific date or period, where the relevant legal exemption applies.

Nothing in these Terms limits a Consumer's statutory rights.

24. Refunds

Refunds will be governed by:

- these Terms;
- our separate Refund and Cancellation Policy;
- the relevant proposal, Booking confirmation or Statement of Work; and
- applicable law.

Approved refunds will normally be made:

- to the original payment method;
- in the original currency where practicable; and
- within 14 calendar days of approval or the date required by law.

We are not responsible for:

- exchange-rate differences;
- card-provider charges;
- bank fees;
- intermediary deductions; or
- delays caused by payment providers.

Where the Client owes other sums to Athena GESDA, we may set off an approved refund against those sums where legally permitted.

25. Force Majeure

Neither party will be liable for delay or failure caused by an event outside its reasonable control.

Such events may include:

- natural disaster;
- epidemic or pandemic;
- war;
- terrorism;
- civil disorder;
- industrial action;
- government action;
- sanctions;
- border closure;
- visa restrictions;
- transport disruption;
- fire;
- flood;
- extreme weather;
- failure of utilities or telecommunications;
- cyberattack;
- venue closure;
- institutional closure;
- public health restriction; or
- serious safety or security concerns.

The affected party must notify the other party as soon as reasonably practicable.

Athena GESDA may:

- suspend delivery;

- change the format, location or date;
- provide the Service online;
- provide a substitute programme;
- issue a credit; or
- terminate the affected part of the Contract.

Any refund will take account of work already performed and irrecoverable costs reasonably incurred.

26. Intellectual Property

Unless otherwise agreed in writing, all Intellectual Property Rights in:

- Athena GESDA methodologies;
- frameworks;
- templates;
- programme designs;
- presentations;
- training materials;
- reports;
- databases;
- research formats;
- branding;
- event concepts;
- processes;
- tools;
- website content; and
- materials created before or independently of the engagement

remain owned by Athena GESDA or its licensors.

Subject to full payment of all Fees, we grant the Client a non-exclusive, non-transferable licence to use final deliverables created specifically for the Client for its own internal organisational purposes.

The Client must not, without our written consent:

- reproduce or distribute materials externally;
- sell or commercially exploit materials;
- modify and present materials as its own;
- remove copyright or attribution notices;
- use materials to create competing services;
- share confidential methodologies with third parties; or
- record, reproduce or distribute training sessions.

Drafts, working papers and internal methodologies remain our property.

27. Client Materials

The Client retains ownership of Client Materials.

The Client grants Athena GESDA a non-exclusive, royalty-free licence to use, reproduce, adapt and share Client Materials to the extent necessary to deliver the Services.

The Client confirms that:

- it owns or has permission to use the Client Materials;
- the Client Materials do not infringe third-party rights;
- the Client Materials are accurate and not misleading;
- all required data-protection permissions have been obtained; and
- use of the Client Materials will not breach any law or contractual obligation.

The Client will be responsible for claims arising from Client Materials that breach this clause.

28. Branding and Publicity

We will not represent that a formal partnership exists with a Client unless such a partnership has been agreed.

Subject to the Client's written approval where required, we may:

- identify the Client as an Athena GESDA client or participant;
- use the Client's name and logo in programme materials;

- refer factually to completed projects;
- publish photographs from public Events; and
- include non-confidential project descriptions in credentials or case studies.

The Client may withdraw permission for future publicity by written notice, although this will not require removal of materials already lawfully published or printed.

Specific confidentiality or brand-use restrictions may be recorded in the applicable Statement of Work.

29. Photography, Filming and Recording

Events may be photographed, filmed or recorded for:

- programme documentation;
- reporting;
- marketing;
- social media;
- training; and
- promotional purposes.

Where appropriate, Delegates will be informed that recording is taking place.

A Delegate who does not wish to appear in identifiable promotional content should notify us before or at the Event. We will take reasonable steps to accommodate the request, although incidental inclusion in crowd or background footage may not always be avoidable.

Recording a session by a Delegate is prohibited without our prior written permission.

Personal data will be handled in accordance with our Privacy Policy.

30. Confidentiality

Each party must keep confidential all non-public information received from the other party that is identified as confidential or would reasonably be understood to be confidential.

Confidential information may be disclosed:

- to employees, advisers, contractors and Partners who need it for the Contract and are subject to confidentiality obligations;

- where required by law, regulation or court order;
- with the other party's written consent; or
- where the information is already lawfully in the public domain.

Confidentiality obligations do not apply to information that:

- was already lawfully known;
- is independently developed;
- is received lawfully from a third party; or
- becomes public through no breach of the Contract.

This clause survives termination of the Contract.

31. Data Protection

Each party must comply with applicable data-protection legislation.

Where Athena GESDA determines the purposes and means of processing personal data, it will act as a data controller.

Where Athena GESDA processes personal data solely on the Client's documented instructions, the parties may enter into a separate data-processing agreement.

The Client must not provide personal data unless:

- it is necessary for delivery of the Services;
- the Client has a lawful basis to disclose it;
- appropriate privacy information has been provided; and
- any required consent or authorisation has been obtained.

Further information is set out in our Privacy Policy.

32. Compliance, Ethics and Safeguarding

Each party must comply with applicable laws relating to:

- anti-bribery and corruption;
- fraud;
- money laundering;
- modern slavery;

- equality and non-discrimination;
- safeguarding;
- sanctions;
- export controls; and
- health and safety.

The Client must not offer or provide any improper payment, gift or advantage in connection with the Services.

We may suspend or terminate the Contract immediately where we reasonably suspect unlawful, unethical, fraudulent or seriously inappropriate conduct.

Where Services involve children or vulnerable persons, each party must comply with agreed safeguarding arrangements and applicable legal obligations.

33. Recruitment, Admissions and Visa Decisions

Universities, schools, government agencies, embassies, immigration authorities and other institutions remain solely responsible for their own decisions.

Athena GESDA does not control:

- admissions decisions;
- academic equivalency assessments;
- visa decisions;
- credibility interviews;
- compliance decisions;
- scholarship awards;
- recognition of qualifications;
- fee-status assessments; or
- institutional due diligence.

We are not an immigration adviser unless expressly stated and appropriately authorised.

Information about admissions, visa rules, fees, scholarships and regulations may change. Clients and students should verify current requirements directly with the relevant institution or authority.

34. Limitation of Liability

Nothing in these Terms excludes or limits liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- breach of statutory rights that cannot lawfully be excluded; or
- any other liability that cannot legally be limited.

Subject to the above, Athena GESDA will not be liable for:

- loss of profit;
- loss of revenue;
- loss of business;
- loss of opportunity;
- loss of anticipated savings;
- loss of goodwill;
- loss or corruption of data;
- visa refusal;
- admission refusal;
- travel disruption;
- decisions of third-party institutions;
- indirect loss;
- consequential loss; or
- special loss.

For Business Clients, our total aggregate liability arising from or connected with a Contract will not exceed the total Fees paid or payable to Athena GESDA under that Contract during the 12 months preceding the event giving rise to the claim.

Where the Contract lasts less than 12 months, liability will not exceed the total Fees paid or payable under that Contract.

The limitations in this clause apply whether liability arises in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise.

Nothing in this clause affects a Consumer's statutory rights or excludes liability where exclusion would be unlawful.

35. Indemnity

A Business Client will indemnify Athena GESDA against reasonable losses, liabilities, claims and costs arising from:

- unlawful or infringing Client Materials;
- inaccurate information supplied by the Client;
- the conduct of the Client's Delegates;
- the Client's breach of data-protection law;
- the Client's breach of applicable sanctions or anti-bribery laws; or
- third-party claims caused by the Client's material breach of the Contract.

This indemnity will not apply to the extent that the loss was caused by Athena GESDA's negligence or breach.

36. Insurance

The Client and Delegates are responsible for maintaining suitable insurance appropriate to their participation and activities.

This may include:

- travel insurance;
- medical insurance;
- cancellation insurance;
- professional indemnity insurance;
- public liability insurance; and
- employer's liability insurance.

Athena GESDA may request evidence of insurance where reasonably necessary.

37. Suspension

We may suspend the Services where:

- payment is overdue;
- Client instructions are incomplete;

- the Client fails to cooperate;
- continuing work may breach the law;
- a safety, safeguarding, regulatory or reputational concern arises;
- the Client commits a material breach; or
- a force majeure event prevents delivery.

The Client remains responsible for Fees and costs properly incurred before or during suspension.

38. Termination

Either party may terminate a Contract immediately by written notice where the other party:

- commits a material breach and fails to remedy it within 14 days of written notice;
- commits a breach that cannot be remedied;
- becomes insolvent;
- ceases or threatens to cease trading;
- engages in unlawful or fraudulent conduct; or
- creates a serious safety, regulatory or reputational risk.

Athena GESDA may also terminate where an invoice remains unpaid more than 14 days after written notice of non-payment.

On termination:

- all outstanding Fees become immediately due;
- the Client must pay for Services already performed;
- the Client must reimburse committed and non-cancellable costs;
- licences granted to the Client may be suspended until payment is complete;
- each party must return or securely destroy confidential information where appropriate; and
- clauses intended to survive termination will remain effective.

39. Non-Solicitation

During the Contract and for 12 months after it ends, a Business Client must not knowingly solicit for employment or direct engagement any Athena GESDA employee or contractor materially involved in delivering the Services, without our written consent.

This clause does not prevent recruitment through a general public advertisement not specifically targeted at that person.

Where a person is engaged in breach of this clause, the Client must pay a recruitment fee equal to 20% of that person's anticipated first-year remuneration or contractor fees, representing a reasonable estimate of replacement and recruitment costs.

40. Complaints

Concerns should initially be raised with the Athena GESDA contact responsible for the Service.

A formal complaint should be submitted to:

Email: info@athenagesda.org

The complaint should include:

- the Client's name and contact information;
- the relevant Booking or project;
- a clear description of the concern;
- relevant supporting documents; and
- the resolution sought.

We will acknowledge a formal complaint within five working days and aim to provide a substantive response within 20 working days.

Complex matters may require additional time, in which case we will provide an update.

41. Website Use

Website content is provided for general information only.

We make reasonable efforts to keep information accurate, but do not guarantee that website content is complete, current or error-free.

You must not:

- misuse the website;

- introduce viruses or malicious code;
- attempt unauthorised access;
- scrape or harvest data without permission;
- interfere with website operation;
- use website content unlawfully; or
- infringe our Intellectual Property Rights.

We may suspend or restrict website access where misuse is suspected.

42. Electronic Communications

The Client agrees that communications, notices, invoices, confirmations and contractual documents may be delivered electronically.

The Client is responsible for:

- providing an accurate email address;
- monitoring its email account;
- checking spam or junk folders; and
- notifying us of changes to contact information.

An email will be treated as received when it is delivered without an automated failure notice, subject to evidence to the contrary.

43. Assignment and Subcontracting

The Client may not assign, transfer or subcontract its rights or obligations without our prior written consent.

Athena GESDA may subcontract parts of the Services to suitably qualified Partners or contractors.

We remain responsible for the performance of subcontracted obligations to the extent required under the Contract.

We may assign the Contract as part of a business transfer, restructuring or sale, provided that this does not materially reduce the Client's rights.

44. Third-Party Rights

Unless expressly stated otherwise, a person who is not a party to the Contract has no right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

45. Notices

Formal notices under the Contract must be made in writing and sent:

- by email to the designated contractual contact; or
- by recorded delivery to the registered office or address specified in the Contract.

A notice sent by email will be deemed received on the next working day, provided no delivery-failure notice is received.

A notice sent by recorded delivery will be deemed received two working days after posting.

46. Entire Agreement

For Business Clients, the Contract constitutes the entire agreement between the parties concerning its subject matter.

The Client confirms that it has not relied on any statement, representation or assurance not expressly included in the Contract.

Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

47. Variation

We may update these website Terms from time to time.

The version applying to a particular Booking or Contract will normally be the version in effect when the Contract was formed, unless:

- the parties agree otherwise;
- a change is required by law;
- the change is administrative and does not materially disadvantage the Client; or
- the Contract provides for updated terms to apply.

Material variations to an existing contracted Service must be agreed in writing.

48. Waiver

A failure or delay in exercising a right does not waive that right.

A waiver is effective only if made in writing and applies only to the particular circumstances for which it was given.

49. Severability

If any provision of these Terms is found to be unlawful, invalid or unenforceable, it will be treated as modified to the minimum extent necessary to make it enforceable.

If modification is not possible, the relevant provision will be deleted.

The remaining provisions will continue in full force.

50. Governing Law and Jurisdiction

The Contract and any non-contractual obligations arising from it are governed by the laws of England and Wales.

For Business Clients, the courts of England and Wales will have exclusive jurisdiction.

A Consumer resident in another part of the United Kingdom may also be entitled to bring proceedings in the courts applicable to their place of residence.

Nothing in these Terms removes any mandatory rights available to an international Consumer under applicable local law.

51. Contact Us

Questions about these Terms should be sent to:

Athena GESDA Ltd

Email: info@athenagesda.org

Website: www.athenagesda.org

Document Control

Document owner: Athena GESDA Ltd

Document classification: Public

Review frequency: Annually, or sooner where legislation or business operations materially change

Applicable jurisdiction: England and Wales