

TRAINING AND DEVELOPMENT STANDARD

CONDITIONS OF CONTRACT

OPERATIVE PROVISIONS

1. This Contract for Training Services shall commence on the date defined as "start date of course" on the signed quotation and will terminate on the date defined as "completion date of course" on the quotation.
2. The Quotation Acceptance Form signed by the Client will deem acceptance of these standard conditions of contract which, notwithstanding any prior or subsequent representations whether in writing or not, will form the only agreement between both parties.
3. The signed Quotation Acceptance Form together with a Purchase Order Number are to be returned to the Company within FIVE working days of the quotation date. The Client is also required to provide details of their invoice address.

Self-employed or Individual Clients paying for training will be required to return the duly signed Quotation Acceptance Form and make full payment no less than 48 hours from the date of the quotation. Payment is to be made by Bank Transfer. Payment cannot be made by credit or debit cards.

4. The Company agrees to provide the training course as defined in the quotation. The provision of the courses shall be subject to the following:
Where Standards dictate the course content: The latest standards shall be used.
Where Standards do not exist for the course content: The company shall use its skill and professional expertise to interpret any relevant documentation to provide the contents of the course. The company will not, however, accept any liability for the alternative interpretation of the contents applied by others.
After completion of the training the Company will not accept any liability for the performance of any individual who has been trained by the Company.
5. The Client shall not control, nor have any right of control as to how the Company is to deliver the training. The Client recognizes that the Company offers specialist services at a high level of expertise and as such the Company cannot be told how to perform the Training.
6. The Company undertakes that it will devote such time, attention, skill and ability as the Training requires.
7. The Company will use its reasonable endeavours to ensure that the training is delivered on the dates referred to in section 1. The company will not be held liable, however, for any losses, howsoever caused, by its inability to deliver the training on the dates agreed.

8. **Force Majeure Event – COVID-19 Pandemic** - in the event that the Company is unable to deliver training on the agreed dates due to the implications of the COVID-19 pandemic e.g., self-isolation, the training will be rescheduled.

“Force Majeure Event” means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the party relying on the Force Majeure Event (“Affected Party”) to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

9. Should the Client require, the Company will provide CV’s for any person it proposes to utilise as a Consultant to provide the Training.
10. The Company may, at its absolute discretion, utilize directors, employees or self-employed persons in order to complete the Training at its own discretion and may also utilize the services of employees or self-employed persons in an administration capacity. Such persons will be answerable solely to the Company and the Client shall have no contractual, financial or legal relationship with the hired assistance. Payments to the above persons will be the sole responsibility of the Company.
11. The Contract Price for the Training will be agreed and detailed in the quotation.
12. Invoices will be presented at the beginning of the week in which training commences.
The Client will pay the Company’s Contract Price (plus VAT if appropriate) within 30 days of presentation of invoice. If for whatever reason, the Contract Price is not paid on, or before, the due date then the Client agrees that the sum due shall increase by libor plus 5% on a weekly basis until it is paid in full.
13. The location of the training will be detailed in the quotation. However, the Company will not be liable if, due to unforeseen circumstances, the Training is carried out at a location other than that specified.
14. Both the Client and the Company agree that this is a Contract for Services essentially in respect of specialist services only.
15. The Client shall hold the Company harmless from all and any claim for any injuries, death or damage to any property unless it is as a direct result of negligence by the Company or any of their employees. In any event the maximum liability of the Company shall not exceed the value of the services invoiced for the work where the incident occurred.
16. The Company shall retain the sole copyright in any material produced for the Training Services. No part of the material may be re-produced or transmitted without the written authority of the Company.
17. The Client accepts that the Company employs highly trained and experienced personnel and agrees not to offer any of them employment for a period of 6 months after they worked for the Client. Should any Director or employee be hired within a 6-month period then the Company assesses its loss as 12 months’ salary for the individual involved and will invoice the Client for this sum.

LEGAL ADVICE AND OTHER MATTERS

18. Both parties hereby acknowledge that they have had an opportunity to independent legal advice before signing this Contract for Services.
19. Both parties acknowledge that their contractual relationship is governed by this Contract for Services as a legally binding agreement.
20. Both parties acknowledge that this Contract for Services is the whole agreement governing the contractual relationship between them.
21. Words referring to the masculine are to include the feminine.
22. This Contract is governed by the laws of England, and subject to the jurisdiction of the English courts.
23. Breach of any clause or clauses in this Contract for Services will not void or annul this Contract for Services as a whole in any circumstances.
24. In the event of any dispute arising from this Contract for Services an independent solicitor or accountant will be appointed by the Company to arbitrate in the first instance.
25. The client must inform the company if any training is provided by the company which is ultimately funded by an approved government funding scheme as there are VAT implications for this training.

CANCELLATION OR CHANGE OF SERVICES

26. The Client is required to advise the Company in WRITING of any cancellation of services at least 28 days prior to commencement of training.

Cancellations advised 21 to 28 days prior to commencement of training will be subject to a charge of 50% of full course fees.

Cancellations advised 14 to 21 days prior to commencement of training will be subject to a charge of 75% of full course fees.

Cancellations advised less than 14 days prior to commencement of training will be subject to a charge of 100% of full course fees.

Any date changes advised less than 14 days prior to commencement of training will be subject to a 10% charge of the full course fees.