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 formal Quotation Form signed and returned by the Client will deem acceptance of these standard conditions of the 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 Form, together with a Purchase Order Number, is 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 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 relevant industry 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 recognises that the Company offers specialist training services at a high level of expertise, and as such, the Company cannot be told how to perform the Training.

6. The Company will use its reasonable endeavours to ensure the training is delivered on the dates referred to in point 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.

7. “Force Majeure Event” refers to any circumstance beyond the reasonable control of the affected party that significantly prevents them from fulfilling their contractual obligations. Such events include, but are not limited to pandemic, riots, civil unrest, war, acts or threats of terrorism, fire, earthquake, severe storms, floods, extreme weather conditions, natural disasters, strikes, lockouts, or other industrial disputes. This definition excludes any event resulting from the deliberate act, omission, or negligence of the affected party, or their failure to take reasonable steps to prevent or mitigate the impact of such an event.

8. Should the Client require, the Company will provide CVs for any person it proposes to utilise as a consultant to provide the Training.

9. The Company may, at its absolute discretion, utilise directors, employees, or self-employed persons to complete the Training at its own discretion and may also utilise the services of employees or self-employed persons in an administrative capacity. Such persons will be answerable solely to the Company and the Client shall have no contractual, financial, or legal relationship with the hired assistant. Payments to the above persons will be the sole responsibility of the Company.

10. The Contract Price for the Training will be agreed upon and detailed in the quotation.

11. Invoices will be issued on the first day when training commences.
    The Client will pay the Company's Contract Price (plus VAT if appropriate) within 30 days of the presentation of the 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 the Bank of England base rate plus 5% weekly until it is paid in full.

12. 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.

13. Both the Client and the Company agree that this is a Contract for Services in respect of specialist training services only.

14. The Client shall hold the Company harmless from any claim for any injuries, death, or damage to any property unless it is a direct result of negligence by the Company or any of its 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.

15. The Company shall retain sole copyright for any training material produced for the training course. No part of the training material may be reproduced or transmitted without the written authority of the Company. The Client does not have permission to use the materials internally for their own use.

16. Course certificates are issued and dispatched shortly after the course. In cases where a certificate has not been received, we ask that clients notify us within 28 days of the course end date so we can investigate and resolve the issue promptly. All certificates are sent by Royal Mail Recorded Delivery, which allows certificates to be tracked. A replacement certificate will be issued free of charge within 28 days of the course finish date. Any request made after this time will incur an administration fee of £30 plus VAT for each certificate.

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 have worked for the Client. Should any Director or employee be hired within a 6-month period, the Company assesses its loss as 12 months' salary for the individual involved and will invoice the Client for this sum.

18. Data Protection - To operate effectively and fulfill its legal obligations, the Company needs to collect, maintain, and use certain personal information about current, past, and

prospective employees, customers, suppliers, delegates, and other individuals with whom it has dealings. All such personal information, whether held on computer, paper, or other media, will be obtained, handled, processed, transported, and stored lawfully and correctly, in accordance with the safeguards contained in the General Data Protection Regulation 2018 (GDPR).

BESPOKE TRAINING EVENTS

If the Company agrees to provide a Bespoke training course as defined by the Client and as defined in the quotation. It is the Client's responsibility to ensure they provide:

- All quotations issued to clients contain training and development standard conditions of contract (T&C's). The return of this contract from the client confirms that all practical training areas and classrooms are fit for purpose, maintained and managed, utilising current specifications and standards in accordance with RTAS Rules.
- Clients MUST confirm that they are not currently subject to any suspension (including temporary suspension) under the RTAS Rules.
- Where Standards dictate the course content: The latest relevant industry standards shall be provided by the client.
- The Client agrees that if the training is being delivered at their location, the Off-site Classroom and Practical Requirements will be met and adhered to. Failure to provide the correct classroom facilities, practical site, and equipment may incur additional charges if the Company incurs additional costs to rectify. In this case, the current quotation will be uplifted to show the additional costs.

If the Client fails to provide the correct trackside tools/equipment, then the Company has the right to cancel the course if the client does not provide a suitable solution.

Minimum Training Room Accommodation Requirements

For Neway Training Solutions to adhere to the training requirements set by Network Rail, the following criteria must be in place if you require Neway Training Solutions to deliver the training course at your premises.

1. Access to hot and cold refreshments and a clean area to eat lunch with access to hand-washing facilities.

2. Separate clean toilet facilities for male and female delegates.

3. Adequate provision of electricity, lighting, blinds, heating, and ventilation.

4. Private and adequately sized training room with sufficient tables and chairs to seat each delegate at a desk space (minimum learner spacing of 1m "centre to centre") and sufficient room for the trainer to deliver presentations.

5. Environment clean and free from distractions, interruptions, and noise.

6. Relevant health & safety notices, i.e., evacuation, fire, first aid, emergency notices and identification of key safety personnel.

7. Separate area to permit the trainer to undertake one-to-one interviews.

8. Each room must have been subject to a risk assessment to identify any hazards.

9. Machinery/equipment to be used must comply with relevant European or British Standards and is CE marked according to the appropriate class.

10. Machinery/equipment to be used must bear relevant markings to show that relevant testing, inspection, calibration, and or service is up to date.

11. Sufficient power points to avoid any trailing cables. A projector, screen and whiteboard should be available.

12. Designated smoking area

Minimum Site Requirements for Practical Training & Assessment Sessions

For Neway Training Solutions to adhere to the training requirements set by Network Rail, the following criteria must be put in place if you require Neway Training Solutions to deliver the practical training elements of the course at your premises.

1. Access to refreshments.

2. Separate clean toilet facilities for male and female delegates where possible

3. An adequately sized practical training area, separated from the working site area. Must be a safe environment, possible sidings, a slow line, a Heritage Railway Site, a test track, or a simulated facility

4. Relevant safety briefings, Safe Work Pack including Risk Assessments, health & safety notices, i.e., evacuation, first aid, fire and emergency notices. A record of the site safety brief must be retained by the trainer.

5. Machinery/equipment to be used must comply with relevant European or British Standards and be CE marked according to the appropriate class.

6. Machinery/equipment and materials to be used must bear relevant markings to show that relevant maintenance, testing, inspection, calibration, and or service is current and in accordance with manufacturers' instructions.

7. Necessary First Aid and Track Protection must be provided, including facilities, equipment, and appropriately trained personnel.

BESPOKE TRAINING EVENT

If the Company agrees to provide a Bespoke training course as defined by the Client and as defined in the quotation. It is the client's responsibility to ensure they provide:

- Where Standards dictate the course content: The latest relevant industry standards shall be provided by the client
- The Client agrees that if the training is being delivered at their location, the Off-site Classroom and Practical Requirements will be met and adhered to. Failure to provide the correct classroom facilities, practical site, and equipment may incur additional charges if the Company incurs additional costs to rectify. In this case, the current quotation will be uplifted to show the additional costs.
- If the Client fails to provide the correct trackside tools/equipment, then the Company has the right to cancel the course if the client does not provide a suitable solution.

LEGAL ADVICE AND OTHER MATTERS

1. Both parties hereby acknowledge that they have had an opportunity to obtain independent legal advice before signing this Contract for Services.
2. Both parties acknowledge that their contractual relationship is governed by this Contract for Services as a legally binding agreement.
3. Both parties acknowledge that this Contract for Services is the whole agreement governing the contractual relationship between them.
4. Words referring to the masculine are to include the feminine.
5. This Contract is governed by the laws of England, and subject to the jurisdiction of the English courts.
6. 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.
7. 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.
8. The client must inform the company if any training is provided by the company that is ultimately funded by an approved government funding scheme, as there are VAT implications for this training.

CANCELLATION OR CHANGE OF SERVICES

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

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

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

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

   Any date changes **will be subject to a 10% administration charge** of the full course fees stated in the quotation.

   Any date changes **advised less than 14 days before commencement of training**, you **will be subject to a 50%** charge of the full course fees stated in the quotation.

Please note: All courses require a minimum number of delegates to proceed. If this minimum is not met, Neway reserves the right to cancel the course. In such cases, alternative dates will be offered.