

STANDARD TERMS AND CONDITIONS OF SERVICE

1. Introduction

These terms set out the basis of the Company ("us") acting for you and override any other terms or conditions previously agreed between us. We pursue a plain English policy in the Company. If there is anything set out here which you do not fully understand then please us know and we will clarify it.

2. Quotations

Quotations given verbally will not be binding upon us unless confirmed in writing. Written quotations are valid for one month. We may book your acceptance of our quotation on a provisional basis, but if we do not receive written confirmation of full acceptance by hand, post, fax or e-mail from an authorised person within 48 hours of provisional acceptance then our quotation will automatically lapse. We will confirm an agreed order in writing to you.

3. Contract

These terms and conditions form the basis of this Contract between the Company and yourself. We would ask you to sign the attached Contract ("the Contract") before we start undertaking our training and development or consultancy services ("the services") to your chosen delegates ("the delegates"), which will then be binding on each of us. No variations or alterations to the terms and conditions are acceptable unless agreed in writing between us. You confirm by signing this that you have not been induced into entering the Contract except on the terms set out here.

4. Payment & Cancellation

All payments for services booked by us must be made in full by:

- In the case of training services, one week prior to the delivery of training unless otherwise agreed in writing; or
- In the case of consultancy services 30 days from the date of invoice; or
- In the case of accreditation related services one week prior to commencement of services.

Payment shall be made by cheque, BACS, CHAPS or by any other agreed method. If services booked by us are cancelled by you by notice in writing prior to the due date of delivery, you remain responsible for payment to us for the agreed charges subject to the following discounts:

Notice given	Discount
21 days +	100%
14-21 days	75%
7-14 days	50%
Less than 7 days	25%

No refunds or discounts may be given due to the non-attendance of any delegate at the point of delivery of services for whatever reason. We may accept substitute delegates provided we receive notice from you in writing of such substitution before delivery of services commences.

We are happy to postpone the agreed date of delivery of services provided that we receive a request for this in writing no less than 10 days before the agreed date and provided that the new date for the delivery services is scheduled to start within one month of the original date. If, however, you subsequently cancel, the discounts given by us above will only apply in connection with and from the original booking dates.

The Company reserves the right to exclude any delegate from receiving services when that delegate is being disruptive or unruly. In such circumstances, no refund may be given.

5. Services

We undertake to carry out the services referred to in the Contract attached to these terms and conditions of service, more fully described in it. Unless agreed otherwise in writing, the Company normally provides services between the hours of 9.00 a.m. and 5.30 p.m. Mondays to Fridays except on bank and public holidays.

We reserve the right to postpone delivery of services. If we have to cancel delivery of

services, we have no other liability to you other than return of any payment already made by you.

6. Performance

The levels of performance given by the Company in this Contract are estimates and unless previously agreed in writing, time will not be of the essence in such performance.

The Company shall not be obliged to work outside its normal working hours except by prior written agreement and at such rates as are agreed. The Company shall not be liable to you or any third party for any delay or failure to perform its obligations if this is due to causes beyond the Company's control.

The Company shall not be responsible for providing services beyond the ambit of the parameters set out in the Contract.

We need all necessary information, clear instructions and adequate access to personnel and premises in order to properly perform the services under this Contract. If these are not readily given, we reserve the right to revise our performance completion dates and our charges accordingly.

Where the services are being delivered at your premises, you must ensure that any refreshments, food and equipment is made available where necessary. If you fail to arrange food and refreshments for delegates, we will make our own arrangements and charge you for our costs of doing so.

Where premises are under your control, you are responsible for ensuring that all facilities, premises and materials are fully compliant with statute and recognised industry standards and are fully insured.

7. Charges and costs

If you fail to make any payments as specified in the Contract by the agreed date then, without prejudice to any other remedy the Company may have, we may be entitled to a) stop providing the services under this Contract and b) charge interest at the rate of 4% above the base rate of the HSBC bank from time to time from the date the monies were due to the date of actual payment such interest to be compounded on a quarterly basis.

All sums referred to in the Contract are exclusive of Value Added Tax which will be added to the sums due and will be payable at the same time by you.

Unless we have agreed otherwise, you are responsible for reimbursing us for all reasonable travelling and subsistence expenses properly incurred in carrying out our services on your behalf. Any monies we have to expend in paying third parties for the performance of the services will be charged to you as disbursements incurred by us on your behalf.

Any damage or breakages to property owned by the Company caused by any of your delegates in the course of delivery of the services will be payable by you

All monies due from you including VAT are payable to us without any deduction by way of set off counterclaim or other charge.

8. Variation

If you wish to vary the terms of the agreed services set out in this Contract, we shall need to consider the full particulars from you of any variations you need together with any further information that we may reasonably require.

We will not be obliged to accept any variations but may, at our discretion decide to consider the variations you have suggested and respond by sending a written quotation to take these into account. In those circumstances, you will have the choice of either accepting the new quotation or confirming in writing that you wish the original terms of this Contract to apply.

In any event, we will be entitled to make a reasonable charge based on time and materials for considering such variations and preparing a quotation as stated above. If the consideration of any variation to the Contract

is sought by you, there will be deemed to be created an automatic extension of time for the company to perform its obligations under this Contract, whether it is varied or not.

We reserve the right to vary performance of the services in compliance with any statutory requirements.

9. Liability

We are entering into this Contract on the basis that, firstly, you are in a much better position than us to know what any consequential loss might be from the services we provide; secondly, that you are aware that the potential extent of damage which might be caused by any breach of the Company's services is disproportionate to our charges under this Contract; and, thirdly, both parties are anxious to keep costs down to a realistic level in carrying out the services.

In such circumstances, the liability of the Company for any loss of damage caused by the manner in which we carry out our services must involve limiting or excluding such liabilities. These consist of the following:

- We have no obligation or duty or liability to you beyond that of exercising reasonable skill and care in undertaking the services.
- These express terms take place of all warranties, conditions, terms, undertakings and obligations implied by statute or custom, usage of dealing or otherwise to the full extent to which they are permitted by law.
- We will not be liable for loss arising from any failure by you to keep and maintain up to date security copies of all computer programmes and data in accordance with best computing practice.
- We are not liable to you for any economic loss, direct or indirect, whether arising from profits, business, lost savings or any other factor even if we had been previously advised of such potential loss.
- No claims whether in tort, contract or misrepresentation may be made if notified by either party against the other in writing more than two years after a cause of action has arisen.
- Save for and subject to any valid claim made under clause 9 (g) in no circumstances will any claim for damages, misrepresentation or tort exceed the sums payable under this Contract.
- We carry professional indemnity insurance cover for claims made for damages in connection with carrying out the services and our certificates are available for inspection.
- The defences, exclusions, indemnities and limitations set out in this clause shall have full effect notwithstanding any termination, breach or repudiation of the Contract.

Please note that you must inform us in writing at the earliest opportunity of any incident which gives rise to or may give rise to a claim against us for personal injury or death or loss or damage to property.

All delegates use the Company's premises including, without limitation, its car parking areas at their own risk

10. Termination

This Contract can be terminated by either party in writing if the other party commits a breach of its terms and they are not remedied within 30 days after notice in writing identifying the breach and demanding that it be remedied (if capable of remedy).

Either party can immediately terminate the agreement in writing if the other party becomes insolvent or makes a voluntary arrangement with creditors, or become subject to an administration order or is dissolved or is wound up or suffers a statutory demand or a presentation or petition for bankruptcy or a receiver or administrative receiver is appointed over any assets or if there is any distress for rent or other execution against any assets or if any court judgements are made against that party.

If we reasonably believe that any of these events may apply to you, we may suspend performance of our services until we verify the position. In such circumstances, the times set out for our performance under the Contract will be extended accordingly.

On the expiration or earlier termination of this Contract, the rights and obligations between us under the Contract will automatically terminate without prejudice to any accrued rights of action either party may have against the other including payment of monies due and interest on such monies unless expressly preserved under these terms and conditions.

11. Restriction

During the contractual term of this agreement and for a period of 12 months after its contractual expiration date, each of us mutually agree not to recruit any staff (including employees, associates, sub-contractors, consultants and self employed persons) from the other party who have been introduced to the other side under the terms of this Contract. This restriction will, however, not apply to members of staff who have applied for positions genuinely arising or advertised by either party or to members of staff who have left the employment of either party for a period of more than six months from the termination of this Contract or any extension of this Contract.

12. Copyright

If we create any copyright, work or design in the course of carrying out the services under this Contract in which any legal or moral rights may subsist then these shall be our absolute property. By entering into this agreement you agree to waive all rights in such copyright work or design.

13. Confidentiality

Neither of us shall divulge information to any third party (except our respective employees on a need to know basis) or as required by law or by regulatory authority unless that party has the prior written consent of the other. This shall not apply to matters which were already previously known to that party or are within the public domain or which are of a non-confidential nature. Each of us will ensure that our respective employees and other workers are aware of and comply with such confidentiality and will indemnify the other against any loss or damage arising from breach of confidence by any employee.

14. General

Any notice required or allowed to be given under these terms and conditions will be in writing addressed to the other party at the address stated in this Contract unless notified in writing subsequently. Service shall be deemed to have been given 48 hours following service by first class post and proof of posting pre-paid. Notice by email or fax transmission shall be deemed to be served immediately.

No waiver or concession under this agreement to be taken as a waiver or concession on any subsequent breaches.

We reserve the right to perform any of the services under this Contract through any contractor or sub-contractor.

If any part of these terms prove to be illegal or unenforceable, the other provisions of these terms shall continue in full force and effect.

The Contract is not assignable by you but may be assigned by us in future.

The Contract does not create a partnership between us or authorise either of us as agent for the other.

Any third party referred to in these terms shall have no rights under the Contract.

The Contract will be governed by and construed in accordance with the laws of England and the parties will submit to the exclusive jurisdiction of the appropriate court geographically closest to our registered office.

15. Acceptance

If you agree these terms and conditions you please return one copy of the Contract with your signature endorsed. If there are more than one of you, each of you must sign and if you instruct us on behalf of a private company your signature will operate not only on behalf of the company as an officer but also by you personally for the performance of the company as a personal guarantee with primary liability and not simply a surety.