

Standard Terms and Conditions of Commit2training

1. General

- (a) These Conditions shall apply as between Commit2training ("the Company") and the client in respect of the services provided under the Contract.
- (b) The Client pursuant to the Contract engages the Company to provide the Services to the Client and the Company agrees to provide the Services for the term and subject to these conditions with reasonable skill and care.
- (c) Unless the Company receives prior written instructions to the contrary from the Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of the Services.

2. Provision of Services

- (a) The Company will provide services using reasonable care and skill and in accordance with the Client's specific instructions as confirmed by the Company.
- (b) The Company may delegate the performance of all or part of the services to an agent or subcontractor and the Client authorises the Company to disclose all information necessary for such performance to the agent or subcontractor.
- (c) The Client acknowledges that the Company, by providing the services, neither takes the place of the Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Client to any third party or that of any third party to the Client.

3. Obligations of Client

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 14 days hours prior to the performance date or commencement of performance date) to enable the required services to be performed;
- (b) If required procure all necessary access for the Company's representatives to the client's premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of the premises during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;

4. Fees and Payment

- (a) The Client will pay to the Company on account a deposit equal to 50% of the contract price within 10 days of the date set for the provision of the service.
- (b) If the Charges are not paid by the due dates, interest shall accrue on the unpaid portion of the Charges at the rate of 8 per cent per annum above the base rate from time to time of Barclays Bank plc in accordance with the terms of the Late Payment of Commercial Debts (Interest) Act 1998. If any payments remain outstanding for 30 (thirty) days or more, the Client's access to the Services may be suspended. The Client agrees to pay all fees incurred by the Company in collecting outstanding Charges or sums.
- (c) The Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.
- (d) The Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction and the Client shall pay all of the Company's collection costs.
- (e) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- (f) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of the amount of the deposit paid under clause 4 (a) together with all out of pocket expenses, travel costs and expenses, operating costs, and disbursements incurred by it in connection with the Services.

5. Suspension or Termination of Services

- (a) The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) Forthwith by the Company upon notice if the Client fails to make payment of any sums due or Charges pursuant to the Contract or Services on the due date or

(c) By either party if the other shall convene a meeting of its creditors (or be made bankrupt, if an individual) or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented (and not discharged within fourteen (14) days) or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction);

(d) Any termination of the Contract pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

6. Limitation of Liability

(a) The entire liability of the Company to the Client under or in connection with the Contract and these Conditions (whether in respect of the provision of the Services, damages, breach, indemnity or otherwise) shall not in any circumstance exceed the amount of the Charges paid by the Client to the Company for the provision of the Services .

(b) Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any term or any duty for any loss of anticipated savings, business revenues, or profits (whether categorised as direct or indirect) or any indirect, special or consequential loss, loss of goodwill, data and all other such loss (whether or not arising in the normal course of business), or other economic loss or other claims however caused under the Contract or the provision of the Services.

(c) The Client agrees and acknowledges that the allocation of risk in this clause is fair and reasonable in the circumstances having been taken into account by the Company in setting the level of Charges and agreeing the extent of Services.

7. Warranty

(a) The Company makes no express warranties and specifically disclaims any implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, with respect to the performance of Services under the Contract and these Conditions to the extent permissible by law.

(b) The Company does not guarantee, and nothing contained in the Contract or these Conditions shall be construed as a guarantee, that the Service performed or to be performed by the Client will achieve any projected level of results.

8. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) The Company shall not be liable for any default (or deemed to be in breach of contract) by reason of any delay due to any circumstance beyond their reasonable control.

(c) The parties agree not at any time during or after the Term to divulge or allow to be divulged to any person any Confidential Information relating to the business or affairs of the other party to the Contract except as permitted by law or with the other party's consent.

(d) The Client is responsible for ensuring that any "Personal Data" (as defined by the Act) it supplies to the Company has been collected within the terms of the Data Protection Act 1998. The Company agrees to process the data in accordance with lawful and reasonable written instructions provided by the Client.

9. Notices

Any notice or other communications to be given under the Contract shall be in writing and may be delivered by hand or sent by first class prepaid recorded delivery post (or if the recipient is in another country by prepaid airmail) to the relevant address(es) stated in the Contract (or to such other address as the addressee may from time to time have notified for that purpose) or sent by facsimile transmission to the relevant number. Communications shall be deemed to have been received, if delivered by hand at the time of delivery, if posted two (2) working days (7 (seven) working days if prepaid airmail) after posting, and if sent by fax transmission, at the date of transmission.