



AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (**Conditions**).

Balancing Payment: the Full Payment less the Booking Fee.

Booking Fee: the non-refundable percentage of the total price quoted in the Order Form payable by the Client upon entering into the Contract.

Contract: the Client's purchase order and Informed Training's acceptance of it, or the Client's acceptance of a quotation for Services by Informed Training under condition 2.2.

Client: the person, firm or company who purchases Services from Informed Training.

Client's Equipment: any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services.

Deliverables: all Documents, products and materials developed by Informed Training or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Full Payment: the price quoted in the Order Form and encompassing the Booking Fee and the Balancing Payment.

Informed Training: Informed Training Limited (Company Number 07258307) whose registered office is at The Squires, 5 Walsall Street, Wednesbury, West Midlands, WS10 9BZ.

In-put Material: all Documents, information and materials provided by the Client relating to the Services including (without limitation), computer programs, data, reports and specifications.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer

software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Online Training: the online training provided by Informed Training where the Client and its delegates log in to Informed Training's seminar from their own premises.

On Site Training: the training provided by Informed Training at the Client's premises.

Order Form: the form completed by Informed Training and the Client setting out the Services, the commencement date of the Services and the price of the Services along with any other specific matters agreed between the parties and in the form of the Order Form annexed hereto.

Pre-existing Materials: all Documents, information and materials provided by Informed Training relating to the Services which existed prior to the commencement of the Contract including computer programs, data, reports and specifications.

Public Training: the training provided by Informed Training at a public venue and that may have delegates from more than one client.

Services: the services to be provided by Informed Training under the Contract as set out in the Order Form, together with any other services which Informed Training provides, or agrees to provide, to the Client.

Informed Training's Equipment: any equipment, including tools, systems, cabling or facilities, provided by Informed Training or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Headings in these conditions shall not affect their interpretation.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of the Contract.
- 1.5 A reference to **writing** or **written** includes faxes and e-mail.

1.6 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.7 References to conditions and schedules are to the conditions and schedules of the Contract.

2. APPLICATION OF CONDITIONS

2.1 These Conditions shall:

- (a) apply to and be incorporated into the Contract; and
- (b) prevail over any inconsistent terms or conditions contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Client, or implied by law, trade custom, practice or course of dealing.

2.2 The Client's purchase order, or the Client's acceptance of a quotation for Services by Informed Training, constitutes an offer by the Client to purchase the Services specified in it on these Conditions. No offer placed by the Client shall be accepted by Informed Training other than:

- (a) by a written acknowledgement issued and executed by Informed Training; or
- (b) (if earlier) by Informed Training starting to provide the Services,

when a contract for the supply and purchase of the Services on these Conditions will be established. The Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Contract.

2.3 Quotations are given by Informed Training on the basis that no Contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 28 days from its date, provided that Informed Training has not previously withdrawn it.

3. BOOKINGS AND DEPOSIT

3.1 The Services supplied under the Contract shall be provided by Informed Training to the Client on or from the date(s) specified in the Order Form.

3.2 On signature of the Order Form the Client shall provide Informed Training with the Booking Fee.

- 3.3 The Client may, up to 14 days prior to commencement of the Services, notify Informed Training that they wish to cancel the Services. In such circumstances, no Balancing Payment will be payable by the Client to Informed Training and the Client's booking will be cancelled. For the avoidance of doubt, the Booking Fee will not be returned and if for any reason it has not been paid it will still remain due and payable in full.
- 3.4 Should the Client wish to cancel the Services within 14 days of the proposed commencement of the Services the Client agrees that they shall remain responsible for the Balancing Payment.
- 3.5 No less than 14 days following the provision of the Services the Client shall provide the Balancing Payment to Informed Training.

4. COMMENCEMENT AND DURATION

- 4.1 Subject to condition 3, the Services shall commence as per the timescales agreed in the Order Form.
- 4.2 Subject to condition 13 and the specific requirements of the Client detailed in the Order Form, the Services supplied under the Contract shall either be carried out as a single training session or a series of training sessions which shall continue to be supplied unless the Contract is terminated by one of the parties giving to the other not less than one months' notice.

5. SERVICES

- 5.1 The Services supplied to each Client shall be as set out in the Order Form and in accordance with all of these Conditions. However, where applicable, the provisions of this condition 5 shall apply specifically in the circumstances set out below.

Offsite Training - Public Training (Away from clients premises)

- 5.2 Where the Client has requested a place at an offsite Training course, the following will apply:
- (a) The Booking Fee payable shall be 40% of the total fees quoted in the Order Form; plus the cost incurred to secure the room and cost of food and drink.
 - (b) Informed Training will provide each delegate with presentation material.
 - (c) Where Informed Training are informed that the number of delegates booked on a Public Training course is less than four at least 48 hours before the Services are due to commence, Informed Training reserves the

right to cancel the Public Training and in such circumstances shall refund such reasonable fees to the Client as Informed Training deem appropriate;

- (d) The Client may only substitute delegates by obtaining prior written consent from Informed Training;

On Site Training

5.3 Where On Site Training is being provided, the following will apply:

- (a) The Booking Fee payable shall be 40% of the total fees quoted in the Order Form;
- (b) The Client acknowledges that it will be the sole responsibility of the Client to ensure that Informed Training are made aware of and comply with any health and safety rules and regulations that relate to the provision of the Services on the Client's premises;
- (c) The Client will ensure that internet access is available to Informed Training and all delegates to enable Informed Training to carry out the Services. For the avoidance of doubt, the Client acknowledges that Informed Training has no influence in relation to this and therefore the Client accepts all responsibilities and liabilities in this regard and agrees to remain liable for the total fees for the total number of delegates quoted in the Order Form if the Services cannot be carried out through no fault of Informed Training;
- (d) The Client will ensure that sufficient facilities, refreshments, In-put Material and Documents are available for Informed Training and all delegates.

Online Training

5.4 Where Online Training is being provided, the following will apply:

- (a) The Booking Fee payable shall be payable 100% of the total fees quoted in the Order Form;
- (b) Each training session provided will be for a maximum of two hours;
- (c) Informed Training, unless supplied with appropriate details prior to commencement of the training, can offer no guarantee that each and every delegate can access the training. The Client acknowledges that this is their sole responsibility and that they will accept all responsibilities and liabilities in this regard and further agree that they will remain liable for the total fees for the total number of delegates quoted in the Order Form if the Services cannot be carried out through no fault of Informed Training.

6. INFORMED TRAINING'S OBLIGATIONS

- 6.1 Informed Training shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Client, in accordance in all material respects with the Order Form.
- 6.2 Informed Training shall use reasonable endeavours to meet any performance dates specified in the Order Form, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 6.3 The Informed Training shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Client's premises and that have been communicated to it under condition 7.1(f), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

7. CLIENT'S OBLIGATIONS

7.1 The Client shall:

- (a) co-operate with Informed Training in all matters relating to the Services;
- (b) ensure that each course provided by Informed Training in connection with the Services is at the appropriate level for the delegates attending;
- (c) provide Informed Training, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Client's premises, office accommodation, data and other facilities as required by the Informed Training;
- (d) provide to Informed Training, in a timely manner, such In-put Material and other information as Informed Training may require and ensure that it is accurate in all material respects;
- (e) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing Informed Training of all of the Client's obligations and actions under this condition 7.1(e);
- (f) inform Informed Training of all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises;

- (g) ensure that all Client's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;
- (h) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of Informed Training's Equipment, the use of In-put Material and the use of the Client's Equipment in relation to Informed Training's Equipment insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment, in all cases before the date on which the Services are to start;
- (i) keep and maintain Informed Training's Equipment in good condition, and shall not dispose of or use Informed Training's Equipment other than in accordance with Informed Training's written instructions or authorisation;
- (j) ensure that all appropriate provisions of the Data Protection 1998 are complied with and indemnify Informed Training against and losses, claims, costs and liabilities arising from a breach thereof; and
- (k) acknowledge that during any provision of Services, Informed Training and the Client (and the Client's delegates) are working on a live computer system and Informed Training shall not be responsible for any errors arising on the system as a result of the provision of the Services.

7.2 If Informed Training's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Informed Training shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

7.3 The Client shall be liable to pay to Informed Training, on demand, all reasonable costs, charges or losses sustained or incurred by Informed Training (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to Informed Training confirming such costs, charges and losses to the Client in writing.

8. CHARGES AND PAYMENT

8.1 In consideration of the provision of the Services by Informed Training, the Client shall pay the charges as set out in the Order Form.

- 8.2 The total price for the Services shall be the amount set out in the Order Form. The total price shall be paid to Informed Training (without deduction or set-off) as set out in the Order Form and in accordance with these Conditions. At the end of a period specified in the Order Form, Informed Training shall invoice the Client for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate.
- 8.3 Any fixed price and daily rate contained in the Order Form excludes:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Informed Training engages in connection with the Services and the cost of services reasonably and properly provided by third parties and required by Informed Training for the supply of the Services. Such expenses and third party services shall be invoiced by Informed Training at cost; and
 - (b) VAT, which Informed Training shall add to its invoices at the appropriate rate.
- 8.4 The parties agree that Informed Training may review and increase its standard daily fee rates as and when Informed Training deem this appropriate. Informed Training will give the Client written notice of any such increase as soon as reasonably practicable before the proposed date of the increase and publish changes on website.
- 8.5 The Client shall pay each invoice submitted to it by Informed Training, in full and in cleared funds, within 14 days of the date of such invoice to a bank account nominated in writing by Informed Training.
- 8.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Informed Training on the due date, Informed Training may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
 - (b) suspend all Services until payment has been made in full.
- 8.7 Time for payment shall be of the essence of the Contract.
- 8.8 All sums payable to Informed Training under the Contract shall become due immediately on its termination, despite any other provision. This condition 8.8 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

8.9 Informed Training may, without prejudice to any other rights it may have, set off any liability of the Client to Informed Training against any liability of Informed Training to the Client.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 As between the Client and Informed Training, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by Informed Training. Subject to condition 9.2, Informed Training licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services. If the Contract terminates, this licence shall automatically terminate.

9.2 The Client acknowledges that, where Informed Training does not own any Pre-existing Materials, the Client's use of rights in Pre-existing Materials is conditional on Informed Training obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle Informed Training to license such rights to the Client.

10. CONFIDENTIALITY AND INFORMED TRAINING'S PROPERTY

10.1 The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by Informed Training, its employees, agents, consultants or subcontractors and any other confidential information concerning Informed Training's business or its products which the Client may obtain.

10.2 The Client may disclose such information:

- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under the Contract; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

10.3 The Client shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 10.

10.4 The Client shall not use any such information for any purpose other than to perform its obligations under the Contract.

10.5 All materials, equipment and tools, drawings, specifications and data supplied by Informed Training to the Client (including Pre-existing Materials and Informed Training's Equipment) shall, at all times, be and remain the exclusive property of Informed Training, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to Informed Training, and shall not be disposed of or used other than in accordance with Informed Training's written instructions or authorisation.

11. LIMITATION OF LIABILITY

11.1 This condition 11 sets out the entire financial liability of Informed Training (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Client in respect of:

- (a) any breach of the Contract;
- (b) any use made by the Client of the Services, the Deliverables or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these Conditions limits or excludes the liability of Informed Training:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Informed Training.

11.4 Subject to condition 11.2 and condition 11.3

- (a) Informed Training shall not be liable for loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) Informed Training's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.

12. DATA PROTECTION

The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Informed Training.

13. TERMINATION

13.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than [seven] days after being notified in writing to make such payment; or
- (b) the other party commits a breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
- (h) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or

- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 13.1(d) to condition 13.1(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

13.2 On termination of the Contract for any reason:

- (a) the Client shall immediately pay to Informed Training all of Informed Training's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Informed Training may submit an invoice, which shall be payable immediately on receipt;
- (b) the Client shall return all of Informed Training's Equipment, Pre-existing Materials and Deliverables unless otherwise agreed in writing between the parties; and
- (c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

13.3 On termination of the Contract (however arising), conditions 9,10, 11, 13 and 23 shall survive and continue in full force and effect.

14. FORCE MAJEURE

Informed Training shall have no liability to the Client under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Informed Training or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Informed Training's or subcontractors.

15. VARIATION

- 15.1 Informed Training may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If Informed Training requests a change to the scope of the Services for any other reason, the Client shall not unreasonably withhold or delay consent to it.
- 15.2 Subject to condition 15.1, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16. WAIVER

- 16.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 16.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17. SEVERANCE

- 17.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. ENTIRE AGREEMENT

- 18.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 18.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation,

assurance or warranty (whether made negligently or innocently) other than as provided in the Contract.

18.3 Nothing in this condition shall limit or exclude any liability for fraud.

19. ASSIGNMENT

19.1 The Client shall not, without the prior written consent of Informed Training, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

19.2 Informed Training may at any time assign, transfer, charge, mortgage, subcontract[, declare a trust of] or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

19.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

20. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

21. RIGHTS OF THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

22. NOTICES

22.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in Schedule 2, or as otherwise specified by the relevant party by notice in writing to the other party.

22.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in Schedule 2 or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am

on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

22.3 This condition 22 shall not apply to the service of any in any proceedings or other documents in any legal action.

22.4 A notice or other communication required to be given under or in connection with the Contract shall not be validly served if sent by e-mail.

23. GOVERNING LAW AND JURISDICTION

23.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

23.2 The parties irrevocably agree that the courts of England and Wales shall have [non-]exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).