

Standard Terms and Conditions for the Supply of Training Services

1 DEFINITIONS

- 1.1 "Customer" means the person, firm, company or other organisation commissioning the Services to be carried out.
- 1.2 "Confidential Information" means all information confidential to the Customer whether relating to the Customer's business, customers, clients, suppliers or otherwise but excluding information now or at any time hereafter becoming generally known or accessible to the general public (unless due to the default of the Company hereunder) and information obtained by the Company from a third party free of restrictions on use or disclosure.
- 1.3 "Contract" means the agreement between the Customer and the Company covering the services to be provided.
- 1.4 "Intellectual Property Rights" means all and any of the following, namely patents, designs, registered designs (and applications for any of the same) copyright, design right, inventions, improvements, discoveries, techniques, know-how and any other intellectual property rights.
- 1.5 "Services" means the products and/or services to be delivered under this Contract.
- 1.6 "Company" means Asckey Data Services Limited.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all training carried out in the provision of services by the Company to the Customer in accordance with any order confirmation authorised by the Customer. No additions to, or modifications of, these Terms and Conditions shall have effect unless expressly agreed in writing by both parties and expressed to be amendments to these Terms and Conditions. The Company's employees or agents are not authorised to make any representations whatsoever concerning the provision of services unless confirmed by the Company in writing. The Customer acknowledges that it does not rely on, and waives any breach of, any such representations that are not so confirmed.

3 COMPANY'S OBLIGATIONS

- 3.1 The Company will provide the Services to the Customer in accordance with the Contract. For the avoidance of doubt nothing in this Contract shall be construed as restricting or prohibiting the Company from at any time providing services (whether or not similar to the Services) to any third party.
- 3.2 Without prejudice to any other obligation of confidentiality from time to time subsisting between the Customer and the Company the Company hereby undertakes (subject to the Customer's written consent) not at any time hereafter to disclose any Confidential Information to any third party nor to use any Confidential Information save (in either case) as may be reasonably necessary for the purposes of providing the Services hereunder or as may be required under a court order or lawful order of a government authority.
- 3.3 The Company will use all reasonable endeavours to provide the Services to the Customer within the estimated timings provided but all timings agreed to by the Company are business estimates only (but given in good faith) and the Company will not be liable for any loss, injury, damage or expenses arising directly or indirectly from any delay and time will not and cannot ever be of the essence in respect of the Company's performance of its obligations hereunder.

4 INVOICING & PAYMENT

- 4.1 Acceptance of all terms and conditions detailed to or referred to in this document are deemed to have occurred when the customer confirms the booking of the training course by letter or email. Written confirmation of booking is required.
- 4.2 All invoices must be settled by the Customer a minimum of 7 days in advance of the training course taking place. Failure to do so may result in the cancellation of the course.
- 4.3 Without prejudice to any other contractual right, the Company reserves the right to charge interest on overdue invoices at a rate of 3% above Bank of England Base Rate, compounded monthly until settlement.

5 SUBSTITUTIONS, RESCHEDULING AND CANCELLATIONS

- 5.1 Delegate substitutions may be made prior to the start of the course without penalty, providing the Company is informed in writing.

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- 5.2 In all circumstances the Company requires written notification of any delegate transfers or cancellations.
- 5.3 The Company undertakes to provide the training course on the date specified except when external circumstances prevent this. In these circumstances the Company will endeavour to re run the course on a mutually agreeable basis.
- 5.4 The Company reserves the right to cancel a course, though we make every effort to ensure this does not occur. In the event of a course being cancelled by the Company, alternative dates will be proposed or a full refund of monies paid will be made to the customer.
- 5.5 The Company takes no responsibility for loss of profit and/or for any incidental, consequential special or indirect losses as a consequence of exceptional cancellations.

6 SUB-CONTRACTING

- 6.1 The Company reserves the right to assign or sub contract its training courses to other appointed and approved organisations.

7 COURSE CONTENT

- 7.1 Our course listing is provided for information purposes only and does not constitute an offer for a particular course or programme. The Company constantly strives to improve the content of its courses and therefore reserves the right to modify the specification of a course without notice to the Customer. A course title, duration, cost, content and location are liable to change at any time.
- 7.2 The information contained in the entire Company's coursework & literature is distributed on an 'as is' basis, without warranty. While every precaution has been taken in the preparation of the training courses and associated literature, neither the author nor the Company shall have any liability to any person or entity with respect to any loss or damage caused or alleged to be caused directly or indirectly by the instructions contained in the coursework or by the computer software and hardware products described in it.

8 DELEGATE SUITABILITY

- 8.1 It is the Customer's responsibility to ensure that the course is suitable for their requirements. All delegates should have read and understood the course outline and met the necessary prerequisites.
- 8.2 The Company reserves the right to ask a delegate to leave the training event if the delegate does not meet the course prerequisites.
- 8.3 The Company urges clients to support this policy, which is designed to protect the Customer's investment.
- 8.4 All delegates will be required to abide by any site rules and regulations operating at the course location.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 Each party acknowledges the existence of the other's intellectual property at the commencement of this Contract and neither party obtains any right to the other's intellectual property by entering into this contract.
- 9.2 No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing of the Company or the copyright owner.

10 FORCE MAJEURE

- 10.1 Neither party shall be liable to the other under this Agreement, nor deemed in breach of this Agreement, for failure to carry out its provisions to the extent that such failure is caused by any cause beyond the parties' respective reasonable control, including without limitation fire, war, riot, sabotage, sickness or industrial action. The Customer or the Company (as the case may be) shall promptly inform the other party of the existence of such conditions of force majeure. In the event that such conditions of force majeure continue or are expected to continue for more than 2 months the parties shall consult together in order to find a mutually acceptable solution.

11 LIABILITY

- 11.1 The Company shall indemnify and hold harmless the Customer from and against all costs, claims, demands and expenses accruing to the Customer arising out of any claim or cause of action with respect to any loss of or damage to any property or any personal injury or death of any person which is occasioned whether directly or indirectly by any act or omission on the part of the Company, its agents or employees.

- 11.2 The Customer shall indemnify and hold harmless the Company from and against all costs, claims, demands and expenses accruing to the Company arising out of any claim or cause of action with respect to any loss of or damage to any property or any personal injury or death of any person which is occasioned whether directly or indirectly by any act or omission on the part of the Customer, its agents or employees.
- 11.3 Clauses 10.1 and 10.2 will not apply where the party concerned is able to demonstrate that such death or personal injury, or loss or damage, was not caused or contributed to by its default or negligence, or the default or negligence of its staff or subcontractors, or by any circumstances under its control.
- 11.4 All warranties and conditions, express or implied by law or otherwise with respect to the Services are hereby excluded and the Company shall not be liable to the Customer for any loss or damage whatsoever (including without prejudice to the generality of the foregoing any liability in contract, negligence or any other tort for any indirect, consequential or economic loss or for loss of profit or opportunity of any kind) arising directly or indirectly in connection with the Services or otherwise except insofar as any exclusion or limitation of the Company's liability hereunder is prohibited void or unenforceable by law.
- 11.5 The Company's maximum aggregate liability for any and all losses, claims, demands, damages, costs and/or expenses of any kind whatsoever arising out of or in connection with any order confirmation and/or these Terms and Conditions (whether in contract, tort, by statute or otherwise) shall not, in total, exceed the amount actually paid by the Customer to the Company for the services which are the subject of the order confirmation in question.

12 DATA PROTECTION

- 12.1 By entering into this Contract, the Customer agrees that any "personal data", as defined by the Data Protection Act 1998 provided to the Company pursuant to this Contract may be processed by the Company for the following purposes:
 - Administration and provisioning of the Services, including support and billing of the Services.
 - To identify and inform the Customer, whether by mail, facsimile, electronic mail or other means of communication of additional services and products available from the Company that may be of interest.
- 12.2 By entering into this Contract, the Customer represents and warrants that it has drawn the attention of its employees and agents to this clause and has obtained informed and express consent from them to the processing of their data as outlined in clause 6.1.
- 12.3 If the Customer, its employees or agents do not wish to receive further information from the Company, then a request to this effect should be sent to the Company's Commercial Director.

13 MISCELLANEOUS

- 13.1 Neither party shall be deemed by virtue of this Contract to be an agent or the partner of the other and each party will make clear in all dealings with third parties that it has no authority to make representations on behalf of the other or to bind the other contractually with any third party.
- 13.2 If any of the terms of this Contract are held to be void or unenforceable by any reason of law they shall be void or unenforceable to that extent only and no further and all other terms shall remain valid and fully enforceable.
- 13.3 The Customer shall not have any right of set off.
- 13.4 No indulgence granted by either party to the other in relation to any term hereof shall be deemed a waiver of such term or prejudice the later enforcement of that or any other term hereof.
- 13.5 The headings in this Contract are for convenience only and shall not affect its interpretation.
- 13.6 The contract shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.