

## PeopleSolve Ltd

### Terms and Conditions for the provision of Training Services

#### 1. Definitions

- i. "Company" shall mean PeopleSolve Ltd.
- ii. "Client" shall mean the organisation or individual entering into this agreement for training.
- iii. "Delegate" shall mean any individual accepted onto a course.
- iv. "Course" shall mean any training service arranged by PeopleSolve Ltd.

#### 2. Bookings

- i. Bookings will only be accepted if a valid purchase order is received from the Client or the full price is received by the Company in advance.
- ii. Once a booking has been accepted in writing by the Company cancellation terms apply.
- iii. The Company reserves the right to refuse any booking without supplying a reason.

#### 3. Terms of payment

- i. Invoices are raised immediately following a course and will be sent to the agreed contact.
- ii. Payment of invoices is due 15 days from receipt of invoice.
- iii. Where the condition at (ii) above is not met, the Company reserves the right to charge interest at 2% per month until fees are paid in full.

#### 4. Cancellation or alternatives

- i. Should the Company find it necessary to cancel or reschedule any course the Client will be offered an alternative course or a full refund of fees.
- ii. The Company reserves the right to provide an alternative venue, presenter or trainer to those published.
- iii. Delegates may be substituted without penalty provided written notice is received prior to commencement of the course.

#### 5. Cancellation fees

- i. Should a delegate or Client cancel a course, the Company reserves the right to charge a fee on the following basis:
- ii. More than 30 days from the agreed date of the course, no charge.
- iii. Less than 30 days, more than 15 days from the agreed date of the course, 25% of the fees.
- iv. Less than 15 days, more than 6 days from the agreed date of the course, 50% of the fees.
- v. Less than 6 days of the course, 100% of the fees.

#### 6. Consequential loss

- i. The Company does not accept responsibility for any claims for consequential loss suffered by the delegate and/or Client following the cancellation or postponement of a course.
- ii. The liability of the Company for the cancellation or postponement of any course shall be limited to the course fees.

#### 7. Copyright

- i. The Company reserves proprietary rights on all course notes and material provided for a Client or delegate and no part of any course notes or material may be reproduced or transmitted in any form or by any means electronic, mechanical, photocopying, recording or otherwise, or stored in any retrieval system of any nature without the written permission of the Company.

#### 8. Acceptance of terms

- ii. No variation can be made to these terms without written consent of an office of the Company.
- iii. These terms of business are deemed to be accepted by the Client by virtue of a booking being made under the terms laid out in Clause 2i, above.

#### 9. Warranties and liabilities

- i. The Company warrants that the course will be provided using reasonable skill and care, and as far as reasonably possible, in accordance with generally accepted industry standards and within the timescales agreed.

- ii. Except for the express limited warranties set out in Clause 9i above, the Company makes no warranty of any kind with respect to the courses and hereby expressly excludes all other warranties, conditions, all other terms or guarantees, written or oral, express or implied, statutory or otherwise including without limitation, any implied warranties, conditions, all other terms or warranty of merchantability, satisfactory quality or fitness for a particular purpose of the course or course material.
- iii. The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any course material or instructions supplied by the Client which are incomplete, incorrect, illegible, out of sequence, or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- iv. Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Conditions, the Company shall not be liable to the Client or the delegate by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents, or otherwise) which arise out of or in connection with the provision of the course (including any delay in providing or failure to provide the course) or their use by the Client and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the charges for the provision of the Course, except as expressly provided in Clause 3.
- v. The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any course, if the delay was due to any cause beyond the Company's reasonable control.

#### **10. Termination**

- i. Either party may terminate the Contract at any time by giving not less than one month's written notice to the other.
- ii. Either party may (without limiting any other remedy) at any time by giving written notice to the other if the other commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, become bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

#### **11. Applicable law**

- i. These terms and conditions and all other expressed terms of the contract shall be governed and constructed in accordance with the laws of England.

#### **12. General**

- i. These conditions constitute the entire agreement between the Company and the Client, supersede any previous agreement or understanding any may not be varied except in writing between the parties. All other conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- ii. The Company and the Client shall, at all times, in the performance of the Contract, conform with all applicable statutory and regulatory requirements including but not limited to the Data Protection Acts 1984 and 1998 and any statutory amendment or re-enactment of them.
- iii. The Company shall be entitled to assign or transfer the contract and/or any right hereunder at any time. The Client may not assign or transfer the Contract and/or any rights hereunder without the Company's written consent and any attempt to do so without such consent shall be void.
- iv. A notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- v. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- vi. If any provision of these conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
- vii. Any dispute arising under or in connection with these conditions or the provision of the Course which cannot be settled amicably will in the first place be referred to a senior management representative chosen by each party. If there is still failure to settle the dispute, the dispute shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators. The decision of that arbitrator shall be final and binding on both parties.
- viii. This Contract is made solely for the benefit of the Company and the Client and their respective successor and permitted assigns. No other person shall acquire or have any right under or by virtue of this Contract, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.