

# Training For Success

*...minimising corporate threats*

## **Terms & Conditions of Trading for Training for Success Limited**

### **1 Definitions**

- 1.1 “The Company “ shall mean Training for Success.
- 1.2 “Customer” shall mean the client or any company or organisation to whom the Company provides a service.
- 1.3 “Service” shall mean work carried out by Training for Success, including goods sold of whatsoever nature.

### **2 Terms of Payment**

- 2.1 The Company’s terms of payment are strictly net monthly within 28 days from the date of the invoice.
- 2.2 The Company reserves the right to refuse to execute any order if the arrangements for payment or Customers credit are not satisfactory and to suspend or discontinue services to any Customer whose account is overdue for payment.
- 2.3 Where applicable, Value Added Tax shall be added to charges at the prevailing rate at the time of the service having been provided, however all quotes will be exclusive of VAT unless otherwise stated.
- 2.4 The Company reserves the right to charge interest on overdue invoices at the rate of 2% per calendar month.

### **3 Responsibilities of the Customer**

- 3.1 Any report, lesson plan, course material, assessment, market letter or any written opinion provided by the Company to the Customer shall be for the sole use of the Customer. The Customer agrees not to divulge any information contained therein to any other third party without the prior consent of the Company.
- 3.2 Any report, lesson plan, course material, assessment, market letter or any written opinion provided by the Company is intended to be advisory only. The Company assumes no responsibility or legal liability for any action, taken or not taken, by the client, or any other party.
- 3.3 The Customer shall indemnify the Company against all claims under any legal liability or any additional cost arising from any breaches of the Customer’s undertakings and obligations or where the Customer is shown to have been negligent.
- 3.4 Under the Control of Hazardous Substances Act, the Customer shall agree not to allow work to be performed by the Company that would expose its employees or servants to substances hazardous to health, unless and assessment of the risks to health has been made and appropriate action and precautions taken.



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## **4 Termination**

- 4.1 The Company may terminate this agreement, by notifying the Customer in Writing, in the event that the Customer is in breach of any clause in this agreement.
- 4.2 In the event of the Customer terminating this agreement through no fault of the Company, the Company reserves the right to charge the customer for any unfinished work undertaken and costs incurred.

## **5 Responsibilities of the Company**

The Company undertakes, subject to the Customer complying in all respects to these terms and conditions, to: -

- 5.1 Provide suitably qualified personnel to undertake the service required by the Customer.
- 5.2 Provide the Customer with the required report, course material or written opinion within the agreed time scale, or to keep the Customer informed in the event of unforeseen delay.
- 5.3 Use best endeavours to comply with all requirements of Government or any statutory local or public authority in relation to the service provided by the Company to the Customer.
- 5.4 Indemnify the Customer against all claims under common law legal liability for physical loss or damage in connections with the service arising from the Company's or its employee's negligence limited to a total liability of £2,000,000.
- 5.5 To maintain at all times during the period of the contract at the Company's expense proper insurance to provide adequate cover in accordance with sound business practice and in respect of any liability of the Company that may arise in connection with the service provided under this contract.
- 5.6 In no case shall the Company be liable for any loss of profit or indirect profit or consequential loss of any kind.

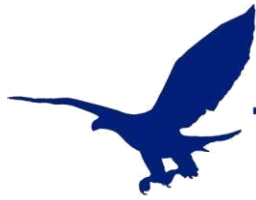
## **6 Travel and Subsistence**

- 6.1 Where possible Training For Success will use locally based trainers, thereby reducing the travel and subsistence costs. However, previous commitments may prevent this.

Unless alternative arrangements have been agreed in writing, please assume the following paragraph applies.

- 6.2 Expenses will normally include overnight, dinner, bed and breakfast hotel accommodation and mileage at 40 pence per mile.

Training for Success can arrange the provision of appropriate hotel accommodation through the services of a hotel booking company. We do however, encourage each client to undertake such provision to benefit from any locally negotiated arrangements.



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## 7 General

7.1 Unless otherwise agreed by the Company in writing, these terms and conditions shall apply to all orders placed with the Company. Any stipulations or conditions contained in a Customer's Order which would conflict with any of these terms and conditions or in any way qualify or negate the same shall be deemed to be inapplicable to any order placed with the Company unless expressly agreed by the Company in writing.

### 7.2 Cancellations

Cancellations must be in writing and only take effect on the date of receipt. If a cancellation is received at least 4 weeks before the start of the course, 30% of the fees will be charged. If a cancellation is received at least 1 week before a course, 70% of the fees will be charged. The full course fee will be charged with less than 1 week's notice.

We reserve the right not to admit or to expel delegates without liability if, in our opinion their behaviour is inconsistent with our reputation or the management of the course.

We reserve the right to change the content of the course if, in doing so the objectives are better met. We will, where practicable advise the client of any such action. All course material provided by TFS is copyright of Training For Success Limited unless otherwise specified. We reserve all rights.

Training For Success shall have no liability for any consequence of any kind resulting from but not limited to severe weather conditions, acts of Government, strikes, transport delays and unavailability of staff due to illness.

7.3 The Laws of England shall govern all contracts between the Company and the Customer. Any reference to any Act of Parliament Regulation or Order shall include any statutory re-enactment amendment or modification thereof.