

TERMS AND CONDITIONS OF BUSINESS

General

1a. In these terms and conditions:- "Training World" means Training World Limited.

Customer means the person who accepts a quotation of Training World for the supply of training services.

Agreement means the agreement between the Customer and Training World which is subject to any specific terms and conditions provided for and the terms and conditions set out in this schedule.

b. Individuals receiving training under this Agreement shall remain in the employment of the Customer who shall continue to be responsible for payment of any remuneration and for national insurance contributions, income tax and other payments which are the responsibility of an employer.

Trainer Selection

2. Selection of a trainer shall be at the discretion of Training World. Every effort will be made to maintain continuity but it may be necessary to change the trainer during the period of training.

Cancellation of Agreement (In-company and Training World based training)

3. This Agreement may be terminated by either party by giving to the other written notice subject to the conditions detailed at paragraphs 4 to 8 inclusive of this schedule.

4. If the Customer terminates the Agreement more than 21 working days before the commencement of training there will be no charge to the Customer.

5. If the Customer terminates the Agreement between 21 and 10 working days before the commencement of training or after the training has commenced Training World shall be entitled to make a cancellation charge equal to 20% of the full Agreement fee.

5. If the Customer terminates the Agreement between 9 and 6 working days before the commencement of training or after the training has commenced Training World shall be entitled to make a cancellation charge equal to 50% of the full Agreement fee.

6. If the Customer terminates the Agreement within 5 working days before the commencement of training or after the training has commenced Training World shall be entitled to make a cancellation charge equal to 80% of full Agreement fee.

7. If the customer requests a postponement of the agreement within 21 working days before the commencement of training Training World shall be entitled to make a postponement charge equal to 10% of the full agreement fee - providing a firm booking is made within 5 days of the postponement

7a. If the customer requests a postponement of the agreement between 21 and 10 working days before the commencement of training Training World shall be entitled to make a postponement charge equal to 40% of the full agreement fee - providing a firm booking is made within 5 working days of the postponement

7b. If the customer requests a postponement of the agreement between 9 and 5 working days before the commencement of training Training World shall be entitled to make a postponement charge equal to 60% of the full agreement fee - providing a firm booking is made within 5 days of the

postponement.

7c. If the customer requests a postponement of the agreement within 5 working days before the commencement of training Training World shall be entitled to make a postponement charge equal to 70% of the full agreement fee - providing a firm booking is made within 5 days of the postponement

8. If after the training has commenced the Customer requests a postponement of training, Training World shall be entitled to make a cancellation charge of the full Agreement fee.

Cancellation of Booking (Public Courses)

9. If cancellation is received in writing more than 21 working days before the course start date the fee will be refunded in full.

10. If less than 21 working days notice of cancellation is received no refund is possible. In these circumstances however, Training World will make every effort to find an alternative place on another course but cannot guarantee to do so. Alternatively, a substitute nomination will be acceptable if notified in writing before the course start date.

Fees

11. a. Where the Agreement value is less than £10,000, Training World will invoice in full on issue of order confirmation and payment shall be made to Training World within 30 days from the days from the date of the invoice or before training commencement, whichever is the sooner.

b. Where the Agreement value exceeds £10,000, Training World will invoice monthly as training is delivered and payment shall be made to Training World within 30 days from the date of the invoice.

12. All fees under this Agreement unless otherwise stated are exclusive of VAT and other duties of taxes and are payable in addition to such fees.

Health and Safety

13. The parties to this Agreement shall ensure that all necessary steps are taken for securing the health, safety and welfare of all persons engaged in the operation of this Agreement to the same extent and in the same manner as an employer is required to do in relation to his, her or its employees under the Health and Safety at Work Act 1974 or any subsequent Act, Acts or enactments replacing the same or any other relevant legislation for the time being in force in Great Britain.

Liability

14. a. Training World shall not be liable for any accident, loss or damage whatsoever or to whomsoever caused by any act, default or omission or the Customer, its employees, including its personnel being trained or agents except to the extent that sub-para b. of this paragraph applies. The Customer shall indemnify Training World against any payments which Training World may be required to make in respect of any claim arising out of any such accident, loss and/or damage for which Training World is not liable in terms of this sub-paragraph.

b. Training World shall indemnify the Customer against any liability of the Customer to third parties arising from accidental death of or bodily injury to or illness or disease contracted by any person or accidental loss of or damage to any property, where such death, injury, illness, disease, loss or damage was caused or contributed by the negligence of Training World, its employees or agents, provided that in a case where such death, injury, illness, disease, loss or dam-

age was contributed to by the negligence of Training World its employees or agents, the indemnity shall be limited to the extent of such contribution.

15. Training World shall not be liable for any direct or consequential loss caused by the delay or cancellation of training due to adverse weather conditions, industrial action, fire, explosions, illness of or accident to any person, or any other cause beyond the control of Training World provided that in the event of such cancellations of training the agreed training fee shall be reduced on a proportionate basis.

Confidentiality

16. Unless Training World notifies the Customer otherwise, all documents and information received by the Customer during or in connection with the performance of this Agreement from Training World, shall be held in confidence. Such documents and information shall not be disclosed by the Customer, his or her staff, or agents, to any other person without the permission of Training World unless a duty to disclose to that person is imposed under statute or by court order.

Copyright

17. The copyright and design rights in any materials produced in the performance of this Agreement shall remain vested with Training World. Such materials shall not be copied or reproduced without prior written consent of Training World.

Equipment

18. The Customer shall make available materials, equipment and protective clothing necessary for the training, unless Training World has specifically agreed to provide them.

19. If the Customer loans any equipment to Training World for use on Training World premises, Training World shall safeguard and protect the equipment so far as is reasonably practicable while on loan, but shall not be responsible for insuring the equipment. While the equipment is on loan, Training World shall carry out day-to-day maintenance and minor repairs. The Customer shall be responsible for any repairs which are not minor. For this purpose, a repair shall be deemed to be minor if the cost of repair including necessary parts does not exceed £25 (excluding VAT).

Variation

20. The terms of the Agreement may only be varied by agreement in writing between persons duly authorised by the parties.



TRAINING WORLD
A World of Training

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