

## 1 Definitions

- ▶ The “**Company**” means Skilltec Limited, registered in England number 06131527 with a registered office at 58 New George Street, Plymouth, PL1 1RR. Skilltec Training is a trading name of Skilltec Limited
- ▶ The “**Client**” means the legal or natural person procuring the Services.
- ▶ The “**Booker**” means the person making the booking with the Company.
- ▶ The “**Services**” means those services to be provided by the Company to the Client which may include public scheduled courses; on-site training courses; consultancy services; training development; project management and administration; provision of equipment or systems; conduct of examinations; venue hire; and/or courseware.
- ▶ The “**Terms and Conditions**” means these general terms and conditions and any specific or supplemental terms and conditions applicable to the Services.
- ▶ The “**Booking Form**” means the agreement between the Company and the Client with regard to prospective delivery of the Services.
- ▶ The “**Joining Instructions**” means such joining instructions as are provided to the Client in relation to the Services.
- ▶ The “**Skills Licence**” means a non-refundable, non-cancellable, 12 month (unless agreed otherwise) agreement between the Company and the Client.
- ▶ “**Working Days**” means a day other than Saturday, Sunday, and statutory holidays.
- ▶ “**VAT**” means UK value added tax, or any similar sales tax in any relevant jurisdiction.

## 2 Fees

- ▶ The Company will invoice the Client in respect of the fees due as set out in the Booking Form.
- ▶ The fees shall be exclusive of any amounts incurred in relation to travel, subsistence, or other expenses, unless otherwise agreed in writing, which shall be payable by the Client upon presentation of invoices by the Company.
- ▶ Fees are exclusive of VAT. The Client will pay the Company any VAT properly chargeable on services supplied by the Company, provided the Company has delivered a correct VAT invoice as required by statute.
- ▶ Where the Client's accounting practices require the use of a purchase order number, the Client shall provide a valid purchase order number to the Company immediately upon signing the Booking Form.
- ▶ Where a third-party vendor, certification body, or service provider alters their examination fee or material cost, the Company reserves the right to adjust the relevant training course prices to reflect such alterations.



### 3 Terms of Payments

- ▶ Subject to a satisfactory credit check the Client shall pay the fees invoiced by the Company in accordance with the payment terms.
- ▶ Except where otherwise stated, the fees for Services shall be due and payable by the Client 30 days prior to the commencement of training.
- ▶ Payment is due immediately should the booking be made within 30 days of the course commencement date.
- ▶ Skills Licence contracts must be paid in full upon confirmation and prior to any clients attending an event.
- ▶ Skills License contracts are valid for up to a maximum of 12 months from the date of the order (unless agreed on the booking form) and are non-transferable, non-refundable, and non-cancellable under any circumstances.
- ▶ The Company reserves the right to refuse entry to a training event until the course fee is paid in full. Please also note that examination results and certificates will not be issued until the full fee has been paid.
- ▶ The Client shall not be entitled to exercise any set-off, lien or any similar claim in relation to fees due to the Company.
- ▶ Payments can be made by Bank Transfer, cheque or credit or debit card. We accept payments by Visa, Mastercard, Maestro and JCB.
- ▶ All payments must be received, regardless of payment terms, prior to an examination being issued or delivered by the Company.



## 4 Cancellations

- ▶ The Company reserves the right to cancel, curtail or re-schedule training courses or events, in which case it shall use reasonable endeavours to notify the Client. In the event of cancellation, the Company shall refund the course fees which the Client has already paid in advance in relation to the cancelled course.
- ▶ The Company reserves the right to withhold Services or provide reduced Services if course participants attending on the Client's behalf fail to satisfy course requirements or meet the course prerequisites.
- ▶ The Client agrees to pay the following charges to the Company in the event that for whatsoever reason a delegate fails to attend, withdraws or transfers from a course without providing at least twenty (20) working days' written notice prior to the scheduled start of the course in respect to Public Scheduled courses and at least thirty (30) working days' notice prior to the scheduled start of the course in respect to Closed or On-Site course. In this respect, a cancellation fee refers to a specific course date and therefore a transfer to a later course counts as a cancellation.

### **Written Notice of Cancellation or Transfer – Public Scheduled Courses**

11-20 working days	50% of course fee
0-10 working days	100% of course fee

### **Written Notice of Cancellation or Transfer – Public Scheduled Course booked as part of a Skills License**

11-20 working days	50% of course fee
0-10 working days	100% of course fee

### **Written Notice of Cancellation or Transfer – Closed / On-Site Company Courses**

0-30 working days	100% of course fee
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- ▶ The Client may substitute course participants without charge by providing written notification to the Company provided that any such substitute participants comply with all course requirements (including pre-requisites and pre-course reading) as notified by the Company to the Client, or as detailed in the course outline or Joining Instructions.

## 5 Course Suitability

The Client accepts that it is their own responsibility that the course booked is suitable for the requirements and abilities of the delegates attending. Employees of the Company may recommend courses or learning solutions, however, the assessment and the final decision concerning the suitability of the course is the Client's responsibility. In cases where the Company have made recommendations, it is done so in good faith and will not be wilfully misleading.

All public and onsite training courses are delivered only in English unless specified otherwise and all Clients must be sufficiently proficient in the English language prior to attending the course.

It is the Client's responsibility to provide all facilities, equipment, and setup required for the trainer to deliver the training unless otherwise agreed in writing. The Company reserves the right to cancel or discontinue the course if, in the Trainer's opinion, the venue, equipment, or conditions are unsuitable.



## 6 Personal Belongings

Personal belongings or items belonging to a Client that are brought into a training course by the aforementioned Client, are the sole responsibility of the Client. The Company accepts no responsibility for the items or any loss or damage that may occur during the course.

## 7 Copyrights

All intellectual property rights for all course materials shall remain the property of the Company. The Client agrees not to reproduce, disseminate, sell, hire, lend, or copy the course materials or use them except for the purpose of personal reference.

## 8 Intellectual Property

The monitoring or recording of any training course is not permitted under any circumstances. Use of the Company's name or logo is prohibited except with the Company's prior written consent except as provided by applicable law.

The website, including content, design, organisation, layout, and software code are subject to copyright and intellectual property rights that are owned by the company.

The re-use of illustrations, photographs, diagrams, or videos featured on the Company's website, without attribution, is prohibited under all circumstances. The deletion or alteration of proprietary rights, including copyright and trademarks, is prohibited under all circumstances.

All products and services of the Company without limitation are protected by international copyrights, trademarks, and are subject to intellectual property rights. Therefore all intellectual property belongs to Skilltec Training, its related companies, its affiliates, or suppliers.

You may not record, copy, sell, reproduce, distribute, download, modify, display or prepare derivative works based on, repost, transmit, or otherwise use any of the intellectual property of the Company's website or course materials.

The Company does not accept responsibility of content of any third-party sites that may be referenced by the Company.

## 9 Warranty & Liability

The Company's liability for loss and damage shall be limited to a claim for damages. The maximum aggregate liability will be the charges for the course out of which the loss or damage has arisen. The Company will not accept liability for personal injury that incurs during a training course caused by the negligence of any third-party. The Company will not be liable for indirect, special, or consequential loss (including loss of anticipated profit or data), howsoever arising, even if it has been advised of such potential loss.

The Company will not be responsible for any damage resulting from any computer viruses arising from software installed on a Client's computer systems.



## 10 Confidentiality

- ▶ Confidential information disclosed by the Client to the Company shall be clearly labelled as such.
- ▶ Each party will keep confidential all of the other party's confidential information which is disclosed to it.
- ▶ Subject to the other provisions of this Clause, a party may not disclose the other party's confidential information to any third-party without the other party's prior written consent.
- ▶ A party may share the other party's confidential information with only those of its employees (and, in the case of the Company, its subcontractors) who have a need to know the information and who are subject to legally binding obligations to keep such information confidential.
- ▶ Neither party shall be liable for disclosure or use of confidential information which is:
  - generally available to the public;
  - disclosed with the prior written approval of the disclosing party; or
  - required to be disclosed by applicable law or court order.
- ▶ If a party is required by a government body or court of law to disclose any the other party's confidential information, the party shall give such other party reasonable advance notice so that such other party has an opportunity to contest disclosure (to the extent the party is not prohibited from doing so by law).

## 11 Non-Solicitation

For 12 months following either the invoice date or the date of course delivery, of any contract carried out for the Client by the Company, the Client, will not directly nor indirectly employ or solicit for employment any employee of the Company. If the Client breaches this clause, the Company shall be entitled to recover from the Client a fee equivalent to 40% of the gross annual salary of the employee at the time of the solicitation.

## 12 Assignments

The Company may assign its interests in all or part of this agreement. The Client may not assign or transfer this contract without the express written permission of a Director of the Company.

## 13 Deviation

No deviation from these terms and conditions will be allowed without the express written permission of a Director of the Company. No communication either verbal or printed on our websites will override these Terms and Conditions. If, in any case, any of these conditions shall be held to be invalid or shall not apply, the contract and the other conditions shall remain in force and effect. These Terms and Conditions override all terms raised on a PO by a client.

## 14 Force Majeure

The Company shall be entitled to delay or cancel delivery of Services, or to reduce the amount of Services delivered, if it is prevented from or hindered in or delayed in the provision of Services through any circumstances beyond its reasonable control including strike, lock-out, accident, war, government action, national emergency, act of terrorism, protest, riot, civil commotion, explosion, flood, epidemic, pandemic or fire. The Company shall not be liable for any delayed or non-performance of its obligations caused by circumstances beyond its reasonable control.