

Training Services Terms and Conditions

1. DEFINITIONS

1.1 The following definitions apply in these terms and conditions:

E-Learning: (meaning electronic learning) being a Course where the primary means of delivery is via an Online Platform. The course content is delivered via an Online Platform. It may take the form of an interactive, instructorless educational process, or be instructor-led training involving communication and interactivity between the Presenter and the Delegate.

Blended Learning: a combination of E-Learning and Classroom Training.

Company: Allan Webb Limited (Company Number: 01780818) whose registered office is at Red Lodge, Bonds Mill, Stonehouse, Gloucestershire GL10 3RF.

Classroom Training: a Course which is provided by the Company and conducted by a Presenter in a classroom or meeting room appropriate for the purpose as determined by the Company where all participants are physically in attendance at the same time.

Customer: the person, firm, or corporation that places an Order.

Conditions: these terms and conditions as amended from time to time.

Contract: the contract for the provision of a Course by the Company to a Customer, comprising the Order, the Company's acceptance of the Order, and the Conditions.

Course: a course of Training provided by the Company in accordance with a Contract.

Course Date: the date on which a Course takes place or, if the Course takes place over multiple days, the first such day.

Course Fee: the charges payable by the Customer for the Course in accordance with the Conditions.

Delegate: a person nominated by the Customer to attend at or use a Course.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Online Platform: an online communication platform where all participants are able to access the Training or Course remotely. Examples of Online Platforms include Webex, Microsoft Teams, Zoom and SAP Litmos. Participants can access instructorless E-Learning, or use it to communicate and participate with instructor-led E-Learning.

Order: an order placed by the Customer with the Company for the Company to provide a Course to its Delegate or Delegates to be confirmed in writing by letter or email.

Presenter: a person nominated by the Company to provide a Course.

Training: the provision by the Company of training services to the Customer's Delegates by means of E-Learning, Classroom Training, Blended Learning, a Webinar or a combination of any two or more of them.

Webinar: a slide or pre-recorded presentation made over the internet by a Presenter with a pre-published agenda, with or without slides and provided by the Company for the purposes of Training Delegates in consideration of the Customer pre-paying a joining fee per Delegate.

2. BASIS OF CONTRACT

2.1 Each Order placed by the Customer shall constitute an offer:

- (a) to work with the Customer to design or assemble a Course to meet the Customer's specific requirements for participation by the Customer's Delegates in accordance with these Conditions; and/or
- (b) purchase a place (or places) on a Course for its Delegates in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Company accepts the work proposal or Order (as the case may be) and issues a confirmation of acceptance of the Order by email, at which point and on which date the Contract shall come into existence (the **Effective Date**).

2.3 Unless specifically excluded in writing by the Company, all Courses provided by the Company to the Customer will be subject to these Conditions and these Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by a course of dealing.

3. CONDITIONS RELATING TO THE METHOD OF PROVISION OF COURSES

3.1 The norm is that the Company will bear the cost of providing premises appropriate for the Course. If the Customer requests the use of premises not owned or controlled by the Company, the Customer will bear the cost of their use.

3.2 Certain Courses require delegates to undertake preparatory work prior to attendance on the Course. The Company shall send to the Customer such materials in good time and the Company shall not be responsible for the failure of delegates to read and consider such materials.

3.3 In relation to Classroom Training:

- (a) The Course will be held at such location as shall be specified in the Company's acceptance of Order;
- (b) The Training session will start on the Course Date at the published time unless the Presenter agrees, at their

absolute discretion, to postpone it for up to one hour because of Delegates' transport difficulties;

- (c) The Company shall not be liable to the Customer to refund the Course Fee paid in respect of a Delegate who fails to attend the Course for any reason;
- (d) At the end of each session of the Course, Delegates will remove their personal refuse and litter;
- (e) If a Customer wishes to nominate Delegates with sight, hearing or learning difficulties, it should consult the Company's accessibility policy, at: <https://www.allanwebb.co.uk/accessibility-statement/> to ascertain whether or not it is sufficient for their purposes. If not the Customer is invited to discuss the matter further with the Company before placing an Order.

3.4 In relation to E-Learning, if applicable:

- (a) The Course will be conducted through the Company's training portal or the Learning Management System.
- (b) The Company will specify in the acceptance of Order the IT hard and software needed to participate in the Course;
- (c) The Company shall not be liable to the Customer if any of its Delegates are unable to participate in the Course by virtue of any inability to access the internet to the standard and for the duration needed for participation in the Course, or failure of Delegates' IT hard or software needed for the purpose;
- (d) The Company shall not be liable to the Customer to refund the Course Fee paid in respect of a Delegate who fails to log into the Course for any reason;
- (e) The Customer's Delegates shall, throughout the course behave in a responsible manner and in no way interfere with other Delegates' participation in and enjoyment of the Course;
- (f) The Customer shall procure that its Delegates make no recording of the Course in any form whatsoever.

3.5 In relation to Webinars and E-Learning, if applicable:

- (a) The Company will send to the Customer (*if applicable*) in good time before the Course Date a recording of any spoken presentation to be made and/or copies of the slides to be used;
- (b) Unless the Customer objects to such recording and slides within two business days after receipt it will be deemed to have accepted their form and content;
- (c) The Webinar will be made available for viewing through the Company's Webex training portal on such dates and times as the Company shall specify or as confirmed in the Order;
- (d) The Company will specify in the acceptance of Order the IT hard and software needed to participate in the Course;
- (e) The Company shall not be liable to the Customer if any of its Delegates are unable to participate in the Course by virtue of any inability to access the internet to the standard and for the duration needed for participation in the Course, or failure of Delegates' IT hard or software needed for the purpose
- (f) The Company shall not be liable to the Customer to refund the Course Fee paid in respect of a Delegate who fails to log into the Course for any reason;
- (g) The Customer's Delegates shall, throughout the course behave in a responsible manner and in no way interfere

with other Delegates' participation in and enjoyment of the Course;

- (h) The Customer shall procure that its Delegates make no recording of the Course in any form whatsoever.

4. PRICE AND PAYMENT

4.1 The Course Fee payable by a Customer for a Course shall be as set out in the Company's price list in force at the Effective Date as supplanted and varied by the contents of the Company's acceptance of the Customer's Order and shall be invoiced on issue of the acceptance of the Order. The Company's price list can be found, at: <https://www.allanwebb.co.uk/services/training/> and prices for bespoke courses will be by negotiation, including separate fees for preparation and presentation.

4.2 Unless alternative payment arrangements are agreed in advance, the Customer shall pay each invoice in full:

- (a) in cleared funds to the bank account nominated by the Company within thirty (30) days after the date of issue of the invoice or if there are fewer than thirty (30) days until the Course Date, on receipt, (as to which time shall be of the essence); or
- (b) through the Company's training portal, at: <https://allanwebb.talentlms.com/>; or
- (c) by such other electronic means as the parties shall agree.

4.3 Confirmation, joining instructions and a receipted VAT invoice will be issued to the Customer prior to the Course Date subject to the Customer's compliance with clause 4.2.

4.4 Course fees do not include membership of any professional institution. The Company does not receive, distribute or deal with fees on behalf of such institutions and it is therefore incumbent on the Customer and/or its Delegates attending a relevant Course to apply to such institutions for membership where applicable.

5. CUSTOMER OBLIGATIONS

5.1 The Customer shall, and shall procure that its Delegates attending Classroom Training shall, comply with all relevant health and safety regulations and announcements in force at or relevant to the location. Any breach by a Delegate of this principle or any unacceptable behaviour likely to cause damage, nuisance, or injury to the Presenter, other Delegates, or the premises where held shall give rise to the right of the Company to remove the Delegate from the location and bar them from the Course then in session. In such circumstances, the Company will not refund the Course Fee paid in respect of that Delegate.

6. CANCELLATION

6.1 The Customer may cancel the attendance of some or all of its Delegates at a Course by giving not less than thirty (30) days' notice in writing prior to the Course Date. For the purposes of this clause 6.1, a reference to notice in writing includes email.

6.2 In the case of Course content prepared by the Company to the order of the Customer, the Customer may seek amendment to content at any time up to sixty (60) days before the Course Date and the Company shall use all

reasonable endeavours to accommodate such request, subject to agreement on any variation in the Course Fee.

- 6.3 Timetable for amending Course content when prepared by the Company to the order of the Customer. If the Customer wishes to amend the content of a Course in respect of which the provisions of an Order have been fully agreed it must so inform the Company not less than thirty (30) days before the Course Date and the Company shall use its reasonable endeavours to put a counter-proposal to the Customer, which may or may not include change of location, date and/or fees. If agreement cannot be reached by thirty (30) days before the Course Date, the Customer shall be deemed to have cancelled the Order.
- 6.4 Where notice has been given in accordance with clause 6.1, the Company shall reimburse to the Customer the Course Fee paid within thirty (30) days. The Company will not be obliged to reimburse the Customer where:
- (a) the Customer does not give notice in accordance with clause 6.1; or
 - (b) where the Customer fails to participate in the Course and does not provide a substitute delegate to participate in their place.
- 6.5 The Company may cancel the Course on forty-eight (48) hours' notice to the Customer for any reason (including if minimum course participation is not met or if the Customer has not paid the Course Fees in accordance with clause 4.2). The Customer agrees that the Company shall not be in breach of these Conditions by virtue of that cancellation. In the event that the Company cannot provide a Course on the date contained in the Order, the Company will have no liability whatsoever for any expense incurred by the Customer and the Company shall attempt to provide the Course on an alternative date. If the Company cannot arrange for the Course to take place on an alternative date, the Company shall provide the Customer with a refund of the Course Fees.
- 7. WARRANTY**
- 7.1 The Company warrants to the Customer that the Course will be provided using reasonable care and skill and shall be delivered in all material respects in accordance with the description of the Course as set out in the acceptance of Order.
- 7.2 The Company reserves the right to amend Course content if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Course.
- 7.3 The Company does not warrant:
- (a) the accuracy of the content of the Course; or
 - (b) that the Course has any formal recognised accreditation (with the exclusion of the Obsolescence Management Courses which are endorsed by the International Institute of Obsolescence Management (IIOM)); or
 - (c) that delegates who attend the Course (irrespective of whether a Classroom Course, E-Learning, or a Webinar) will, as a result of their participation on the Course, have any level of competency whatsoever in the subject matter of the Course that they have attended.
- 7.4 The Company has given commitments as to compliance of the Course with relevant specifications in clause 7.1 In light

of these commitments, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

8. TERMINATION

- 8.1 Either party may terminate this Contract forthwith by giving notice in writing if the other commits any serious breach of any term of the Contract or commits any minor, serious or persistent breach and (if it is capable of remedy) fails to remedy it within fifteen (15) days of being required in writing to do so. The Company may terminate this contract if the Customer's financial position deteriorates to such an extent that in the Customer's opinion the Company is unable to pay its debts.
- 8.2 Time for payment shall be of the essence and if the Customer fails to discharge the Company's invoice in accordance with clause 4.2 of the Contract the Company may terminate the Contract forthwith without notice and refuse the Customer admission to the Course.
- 8.3 On termination of this Contract for any reason, the licence granted to the Customer under clause 11.2 shall immediately terminate and the Customer shall cease all use of the Course Materials and return all copies to the Company.
- 8.4 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination of this Contract shall continue to take effect notwithstanding termination of the Contract.

9. LIMITATION OF LIABILITY

- 9.1 Subject to Clause 6.5, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of these Conditions; and
 - (b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Course provided.
- 9.2 Nothing in these Conditions excludes or limits the liability of the Company for any liability which cannot legally be limited including but not limited to liability for death or personal injury caused by the Company's negligence, fraud or fraudulent misrepresentation, or breach of the conditions implied by section 12 of the Sale of Goods Act 1979.
- 9.3 Subject to Clauses 9.1 and 9.2
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Course Fee; and
 - (b) the Company shall not be liable to the Customer for:
 - (i) any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of good-will or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract;

- (ii) any wasted expenditure or additional costs incurred by the Customer due to their inability to access the internet (for whatever reason) when participating on any Online Platform-based Course provided by the Company (where all participants attend remotely through the use of the internet). It is incumbent on the Customer to indemnify themselves against such an occasion;
- (iii) any wasted expenditure or additional costs incurred by the Customer in procuring and implementing replacements for or alternatives to the Course.

10. FORCE MAJEURE

10.1 The Company reserves the right to defer the date of the Course or to cancel the Course or change the date of the Course as specified in the Order (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic or pandemic, lock-outs, strikes or other labour disputes (but not those relating to the personnel, contractors or agents of the Company), or restraints or delays affecting the Presenter's transport to a Course, or the Presenter being unable to participate in a Course due to ill health, Provided that, if the event in question continues for a continuous period in excess of thirty (30) days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract and the Course and receive a full reimbursement of the Course Fees.

11. INTELLECTUAL PROPERTY

11.1 Subject to clause 11.2, the Company, the Presenter or other body (whichever is appropriate) will be the sole or joint owner of all Intellectual Property Rights in or arising out of or in connection with:

- (a) all inventions, formulations, patterns, designs and all other items used in conjunction with the Courses; and
- (b) the copyright in all document and drawings made or produced by the Company, the Presenter or other body who the Company uses in conjunction with the Course (together, the **Course Materials**).

11.2 The Intellectual Property Rights in Course Materials prepared for Courses prepared by the Company to the specification of the Customer shall be vested in and, if necessary transferred to the Customer.

11.3 Subject to payment of the Course Fee the Company shall, or shall procure that the owner of the Course Materials shall, grant a non-exclusive licence to the Customer to use the Course Materials to the extent necessary for participation on the Course.

11.4 Subject to clause 11.2 the Customer does not obtain ownership of any Intellectual Property Rights in the Course Materials by the Company's provision of training services or participation on the Course. Both parties agree to observe and protect the Intellectual Property Rights of: the

Customer, the Company, the Presenter and other owner(s) of the Course Materials.

12. DATA PROTECTION

12.1 The Company shall process the Customer's personal data, including the personal data of its Delegates, in accordance with the Company's privacy notice, a copy of which is available on the Company's website, at:
<https://www.allanwebb.co.uk/privacy-policy/>

13. GENERAL

13.1 **Non-Solicitation.** The Customer shall not, without the prior written consent of the Company, at any time from the date on which the Order is placed to the expiry of twelve (12) months after the completion of the Course, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of such Course.

13.2 **Notices.** Any notice in writing shall be sufficiently given if sent by prepaid recorded delivery or registered post to the address of the Company or Customer (as the case may be) from time to time or by electronic mail address. Such notice in writing shall be deemed to have been received within seventy-two (72) hours of posting or twenty-four (24) hours of delivery receipt if sent by electronic mail. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3 **Severance.** If any provision of this Contract shall prove to be invalid or unenforceable, that Condition shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion shall not affect the remainder of the Contract.

13.4 **Waiver.** No failure or delay by the Company in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

13.5 **Assignment.** The Customer may not assign or deal in any other manner with any or all of its rights or obligations under the Contract without the Company's prior written consent.

13.6 **Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.

13.7 Interpretation

- (a) A reference to "writing" or "written" includes email;
- (b) Any reference to a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- (c) The headings used in these Conditions are for convenience only and shall have no effect upon interpretation.

13.8 **Governing Law and Jurisdiction.** This Contract shall in all respects be construed and take effect according to the laws of England and Wales whose courts shall have exclusive jurisdiction.