



# AllanWebb

## Training Terms and Conditions

### 1. DEFINITIONS

1.1 The following definitions apply in these terms and conditions:

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

**Business Day:** A day (other than a Saturday or Sunday or Public Holiday) in England and Wales, when banks in London are open for business.

**Calendar Day:** Any day of the year, including Saturdays, Sundays, and public or bank holidays.

**Change Order:** has the meaning given in clause 6.

**Charges:** the sums payable for the Training as set out in the Order.

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

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

**Contract:** an agreement between Allan Webb and the Customer for the provision of a Course by Allan Webb to a Customer, comprising the Order, Allan Webb's acceptance of the Order, and the Conditions.

**Control:** shall be defined as section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

**Course:** a course of Training provided by Allan Webb 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.

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

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

**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.

**Intellectual Property Rights (IPRs):** patents, rights to inventions, copyright and related rights, moral rights, trade marks and service 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 Allan Webb for the provision of a Course to its Delegate or Delegates to be confirmed in writing by letter or email.

**Permitted Purpose:** the purpose of exercising or performing its rights and obligations under or in connection with a Contract.

**Privacy Laws:** all applicable data protection and privacy legislation in force from time to time in the UK, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (as amended), and any legislation replacing or amending the same.

**Presenter:** a person nominated by Allan Webb to provide a Course.

**Training:** the provision by Allan Webb of training services to the Customer's Delegates by means of E-Learning, Classroom Training, Blended Learning, a Webinar or a combination thereof.

**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 Allan Webb 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 Allan Webb 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 Allan Webb shall appoint a manager in respect of the Training as identified in the Order. That person shall have authority to contractually bind Allan Webb on all matters relating to the Training (including by signing Change Orders). Allan Webb may replace that person from time to time where reasonably necessary in the interests of Allan Webb.

2.4 Unless specifically excluded in writing by Allan Webb, all Courses provided 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 Allan Webb will bear the cost of providing premises appropriate for the Course. If the Customer requests the use of premises not owned or controlled by Allan Webb, 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. Allan Webb shall send to the Customer such materials in good time and Allan Webb 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 Allan Webb's acceptance of the 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 (1) hour because of Delegates' transport difficulties;
- (c) Allan Webb 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 Allan Webb'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 Allan Webb before placing an Order.

**3.4 In relation to E-Learning, if applicable:**

- (a) the Course will be conducted through Allan Webb's training portal or a dedicated learning management System.
- (b) Allan Webb will specify in the acceptance of Order the Information Technology (IT) hard and software needed to participate in the Course;
- (c) Allan Webb 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) Allan Webb 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) Allan Webb 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 (2) Business Days after receipt it will be deemed to have accepted their form and content;
- (c) the Webinar will be made available for viewing though the Allan Webb training portal on such dates and times as they shall specify or as confirmed in the Order;
- (d) Allan Webb will specify in the acceptance of Order the IT hard and software needed to participate in the Course;
- (e) Allan Webb 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) Allan Webb 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. CUSTOMER OBLIGATIONS**

4.1 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 Allan Webb to remove the Delegate from the location and bar them from the Course then in session. In such circumstances, Allan Webb will not refund the Course Fee paid in respect of that Delegate.

4.2 The Customer shall appoint a manager in respect of the Training to be performed as identified in the Order. That person shall have authority to contractually bind the Customer on all matters relating to the Training (including by signing Change Orders).

**5. NON-SOLICITATION AND EMPLOYMENT**

5.1 The Customer shall not, without the prior written consent of Allan Webb, at any time from the date on which any Contract commences to the expiry of twelve (12) months after its completion, solicit or entice away from Allan Webb or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Allan Webb in the provision of a Contract.

5.2 Any consent given by Allan Webb in accordance with clause 5.1 shall be subject to the Customer paying to Allan Webb a sum equivalent to twenty percent (20%) of the then current annual remuneration of Allan Webb's employee, consultant or subcontractor or, if higher, twenty percent (20%) of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

#### 6. CHANGE CONTROL

6.1 Either party may propose changes to the scope or execution of the Training but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A **Change Order** shall be a document and/or email setting out the proposed changes and the effect that those changes will have on:

- (a) the Training;
- (b) the Charges;
- (c) the timetable for the Training; and
- (d) any of the other terms of the Order.

6.2 If Allan Webb wishes to make a change to the Training it shall provide a draft Change Order to the Customer.

6.3 If the Customer wishes to make a change to the Training:

- (a) it shall notify Allan Webb and provide as much detail as Allan Webb reasonably requires of the proposed changes, including the timing of the proposed change; and
- (b) Allan Webb shall, as soon as reasonably practicable after receiving the information at clause 6.3(a), provide a draft Change Order to the Customer.

6.4 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Order; or
- (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 20.

#### 7. CHARGES AND PAYMENT

7.1 The Course Fee payable by a Customer for a Course shall be as set out in the Allan Webb's price list in force at the Effective Date as supplanted and varied by the contents of Allan Webb's acceptance of the Customer's Order and shall be invoiced on issue of the acceptance of the Order. Prices for bespoke courses will be by negotiation, including separate fees for preparation and presentation.

7.2 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 Allan Webb within thirty (30) Calendar Days after the date of issue of the invoice or if there are fewer than thirty (30) Calendar 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.

7.3 Where a Customer has paid in full for a Course but does not attend or otherwise use that Course within two (2) years of the date of payment, Allan Webb shall issue a credit note to the value of the original payment, provided that:

- (a) any subsequent booking made using such credit note shall be charged at Allan Webb's current prices for the relevant Course at the time of the new booking; and
- (b) the Customer shall be liable to pay any difference between the credit note value and the current price of the Course.

7.4 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 7.2.

7.5 Course fees do not include membership of any professional institution. Allan Webb 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.

#### 8. COURSE CANCELLATIONS

8.1 The Customer may cancel the attendance of some or all of its Delegates at a Course by giving not less than thirty (30) Calendar Days' notice in writing prior to the Course Date. For the purposes of this clause 8.1, a reference to notice in writing includes email.

8.2 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) Calendar Days before the Course Date and Allan Webb shall use all reasonable endeavours to accommodate such request, subject to agreement on any variation in the Course Fee.

8.3 Timetable for amending Course content when prepared by Allan Webb to the order of the Customer:

- (a) 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 Allan Webb not less than thirty (30) Calendar Days before the Course Date and Allan Webb 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;
- (b) If agreement cannot be reached by thirty (30) Calendar Days before the Course Date, the Customer shall be deemed to have cancelled the Order.

8.4 Where notice has been given in accordance with clause 8.1, Allan Webb shall reimburse to the Customer the Course Fee paid within thirty (30) Calendar Days. Allan Webb will not be obliged to reimburse the Customer where:

- (a) the Customer does not give notice in accordance with clause 8.1; or
- (b) where the Customer fails to participate in the Course and does not provide a substitute delegate to participate in their place.

8.5 Allan Webb 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 7.2). The Customer agrees that Allan Webb shall not be in breach of these Conditions by virtue of that cancellation.

8.6 In the event that Allan Webb cannot provide a Course on the date contained in the Order, Allan Webb will have no liability whatsoever for any expense incurred by the Customer and Allan Webb shall attempt to provide the Course on an alternative date. If Allan Webb cannot arrange for the Course to take place on an alternative date, Allan Webb shall provide the Customer with a refund of the Course Fees.

## 9. TERMINATION

9.1 Without affecting any other right or remedy available to it, either party may terminate a Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of that Contract and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) Calendar Days after being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2);
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes the Order for or enters into any compromise or arrangement with any of its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party;
- (f) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) Calendar Days;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(b) to clause 9.1(h) (inclusive);

(j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(k) a Force Majeure Event prevents, hinders or delays the other party's performance of its obligations under that Contract for a continuous period of more than four (4) weeks.

9.2 Without affecting any other right or remedy available to it, Allan Webb may terminate a Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under that Contract, or any other Contract made between Allan Webb and the Customer, on the due date for payment and remains in default not less than fourteen (14) Calendar Days after being notified in writing to make such payment;
- (b) the Customer repeatedly breaches any of the terms of that Contract in such a manner as to reasonably justify the opinion that the Customer's conduct is inconsistent with it having the intention or ability to give effect to the terms of that Contract; or
- (c) there is a change of Control of the Customer.

9.3 On termination of this Contract for any reason, the licence granted to the Customer under clause 11.4 shall immediately terminate and the Customer shall cease all use of the Course Materials and return all copies to Allan Webb.

## 10. WARRANTY

10.1 Allan Webb 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.

10.2 Allan Webb 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.

10.3 Allan Webb 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.

10.4 Allan Webb has given commitments as to compliance of the Course with relevant specifications in clause 10.1 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.

## 11. INTELLECTUAL PROPERTY RIGHTS (IPRs)

11.1 Subject to clause 11.2, Allan Webb, the Presenter or other body (whichever is appropriate) will be the sole or joint owner of all IPRs 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 Allan Webb, the Presenter or other body who Allan Webb uses in conjunction with the Course (together, the **Course Materials**).

**11.2** The IPRs in Course Materials prepared for Courses prepared by Allan Webb to the bespoke specification of the Customer shall be vested in and, if necessary transferred to the Customer.

**11.3** Subject to clause 11.2, the Customer does not obtain ownership of any IPRs in the Course Materials by Allan Webb's provision of training services or participation on the Course. Both parties agree to observe and protect the IPRs of: the Customer, Allan Webb, the Presenter and other owner(s) of the Course Materials

**11.4** Subject to payment of the Course Fee, Allan Webb shall, or shall procure that the owner of the Course Materials shall, grant a non-exclusive, royalty-free licence to the Customer to use the Course Materials to the extent necessary for participation on the Course.

**11.5** The Customer shall not:

- (a) sub-license, assign or otherwise transfer the rights granted in clause 11.4;
- (b) disclose the Course Materials to any third party without Allan Webb's consent;
- (c) copy or reproduce the Course Materials except to such of its employees who will be the Delegates attending the Course as necessary to make full and proper use of the Course Materials;
- (d) amend or develop the Course Materials without Allan Webb's prior written consent;
- (e) use the Course Materials other than for the purpose for which they were provided in relation to the Training; and
- (f) make any commercial use of the Course Materials where IPRs will not vest with them.

**11.6** Allan Webb:

- (a) warrants that the receipt and use of the Course Materials by the Customer in accordance with an Order shall not infringe the IPRs of any third party;
- (b) shall not be in breach of the warranty at clause 11.6(a) to the extent the infringement arises from:
  - (i) the use of the Course Materials provided in any other manner than that which is laid down in these conditions;
  - (ii) any modification of the Course Materials other than by or on behalf of Allan Webb; and
  - (iii) compliance with the Customer specifications or instructions for bespoke Course Materials in accordance with clause 11.2.

## **12. DATA PRIVACY**

**12.1** This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the **Data Discloser**) may disclose personal data collected by the Data Discloser (**shared personal data**) to the other party for the Permitted Purpose. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Privacy Laws.

**12.2** Each party shall:

- (a) comply with all the obligations imposed on a controller under the Privacy Laws;
- (b) ensure that it has all necessary notices and consents in place to enable lawful transfer of the shared personal data to its Representatives for the Permitted Purpose;
- (c) give full information to any data subject whose personal data may be processed under a Contract of the nature such processing;
- (d) process the shared personal data only for the Permitted Purpose;
- (e) not disclose or allow access to the shared personal data to anyone other than its Representatives;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- (g) not transfer any personal data received from the Data Discloser outside the UK unless the transferor complies with the provisions of the Privacy Laws.

**12.3** Each party shall assist the other in complying with all applicable requirements of the Privacy Laws. In particular, each party shall:

- (a) promptly inform the other party about the receipt of any data subject access request;
- (b) provide the other party with reasonable assistance in complying with any data subject access request;
- (c) not disclose or release any shared personal data in response to a data subject access request without first consulting the other party wherever possible;
- (d) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Privacy Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the other party without undue delay on becoming aware of any breach of the Privacy Laws;
- (f) at the written direction of the Data Discloser, delete or return shared personal data and copies thereof to the Data Discloser on termination of a Contract unless required by law to store the personal data;
- (g) use compatible technology for the processing of shared personal data to ensure that there is no lack of accuracy resulting from personal data transfers; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with clause 12.

**12.4** Allan Webb may, at any time on not less than thirty (30) Calendar Days' notice, revise this clause 12 by replacing it with any applicable controller-to-controller standard clauses.

## **13. CONFIDENTIALITY**

**13.1** Where the provisions of the Official Secrets Acts 1911 to 1989 or any successor legislation (including the National Security Act 2023 where applicable) applies to the Course Materials and/or Training, Allan Webb shall comply with its obligations under those provisions and take all reasonable steps to ensure that all



Representatives engaged on the Training have notice that the provisions apply to them.

**13.2 Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with a Contract, including:

- (a) the terms of the Contract;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
  - (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and
  - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and
- (c) any information developed by the parties in the course of carrying out a Contract.

**13.3** The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) the parties agree in writing is not confidential or may be disclosed; or
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

**13.4** Each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the Permitted Purpose; or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

**13.5** A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

**13.6** A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible. Where notice of disclosure is not prohibited and is given in accordance with this clause 0, that party shall take into account the reasonable requests of the other party in relation to the content of such disclosure.

**13.7** Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause are granted to the other party, or to be implied from these terms and conditions.

## **14. LIMITATION OF LIABILITY**

**14.1** The limits and exclusions in this clause reflect the insurance cover Allan Webb has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss. References in this clause 14 to liability include every kind of liability arising under or in connection with a Contract, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

(a) Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

**14.2** Nothing in a Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence, fraud, or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

**14.3** Subject to clause 14.2, Allan Webb's total liability to the Customer in respect of the Training shall not exceed:

- (a) Allan Webb'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) Allan Webb shall not be liable to the Customer for:
  - (i) 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 Allan Webb (where all participants attend remotely through the use of the internet). It is incumbent on the Customer to indemnify themselves against such an occasion;
  - (ii) any wasted expenditure or additional costs incurred by the Customer in procuring and implementing replacements for or alternatives to the Course.

**14.4** Subject to clause 14.2, Allan Webb's total liability to the Customer in respect of any other liability shall not exceed one hundred thousand pounds (£100,000).

**14.5** Neither party shall be liable for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, or for any indirect or consequential loss.

## **15. COMPLIANCE WITH LAWS**

**15.1** Each party agrees that it shall:

- (a) comply with all applicable laws and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (**Corruption Laws**);
- (b) maintain in place throughout the term of a Contract its own policies and procedures to ensure compliance with the Corruption Laws and will enforce them where appropriate;



- (c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of a Contract; and
- (d) immediately notify the other party (in writing) if a foreign public official becomes an officer or employee of its organisation or acquires a direct or indirect interest in it, and it warrants that it has no foreign public officials as direct or indirect owners, officers or employees or at the Effective Date.

**15.2** Each party shall perform its obligations under a Contract in accordance with all applicable laws and regulations regarding national security and export control.

**15.3** Each party shall perform its obligations under a Contract in accordance with all applicable laws and regulations regarding health and safety.

**15.4** Each party shall perform its obligations under a Contract in accordance with the Modern Slavery Act 2015 and shall ensure that neither slavery nor human trafficking takes place in any part of its business or supply chains. Each party shall notify the other immediately upon becoming aware of any actual or suspected slavery or human trafficking in connection with a Contract.

**15.5** Neither party shall unlawfully discriminate within the meaning and scope of the Equality Act 2010. Each party agrees to take reasonable efforts to secure the observance of the provisions of clause 15.2 by any of its Representatives who are engaged in the Permitted Purpose.

**15.6** Where the Customer is subject to the requirements of the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (together the **FOIA**), Allan Webb:

- (a) acknowledges that the Customer may be required to disclose information without consulting or obtaining Allan Webb's consent (provided that the Customer shall take reasonable steps to notify Allan Webb of a request for information and to consult with Allan Webb prior to disclosing any information pursuant to that request), and that the Customer shall be responsible for determining whether any information is exempt from disclosure;
- (b) shall provide all necessary assistance and co-operation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA;
- (c) shall transfer to the Customer all requests for information relating to a Contract that it receives as soon as reasonably practicable;
- (d) shall provide the Customer with a copy of all information held on behalf of the Customer which is requested in a request for information and which is in Allan Webb's possession or control within seven (7) Calendar Days of the Customer's request for such information; and
- (e) shall not respond to a request for information addressed to the Customer unless authorised to do so by the Customer.

## **16. FORCE MAJEURE**

**16.1 Force Majeure Event** means any circumstance not within a party's reasonable control, including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or

any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than, in each case, by the party seeking to rely on this clause), and interruption or failure of utility service (but not those relating to 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).

**16.2** Provided it has complied with clause 16.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under a Contract by a Force Majeure Event (the **Affected Party**), the Affected Party shall not be in breach of a Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

**16.3** The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

**16.4** The Affected Party shall:

- (a) notify the other party of the Force Majeure Event as soon as reasonably practicable after the start of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

## **17. MISCELLANEOUS PROVISIONS**

**17.1** The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under a Contract. Allan Webb may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under a Contract, provided that Allan Webb gives prior written notice of such dealing to the Customer.

**17.2** Subject to clause 6, no variation of a Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**17.3** A waiver of any right or remedy under a Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under a Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under a Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**17.4** The rights and remedies provided under a Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

17.5 If any provision of a Contract is or becomes invalid or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of a Contract is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.6 The Contract constitutes the entire agreement between the parties to the exclusion of any other terms that the Customer seeks to impose or incorporate (including any terms which are contained in the Customer purchase order or any other document issued by the Customer to Allan Webb prior to commencement of the Services), or which are implied by law, trade custom, practice or course of dealing. The Contract supersedes and extinguishes all previous agreements between them, whether written or oral, relating to its subject matter. The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from a Contract. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in a Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in a Contract.

17.7 If there is an inconsistency between any of the provisions of these terms and conditions and the provisions of the Proposal, the provisions of the Proposal shall prevail.

17.8 Neither these terms and conditions nor any Proposal gives rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract.

## 18. NOTICES

18.1 Any notice or communication required to be given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered personally;
- (b) sent by pre-paid first (1<sup>st</sup>) class post;
- (c) sent by recorded delivery service or commercial courier; or
- (d) sent by email.

18.2 Subject to any alternative details agreed in relation to the Proposal:

- (a) Allan Webb's address for service shall be its registered office;
- (b) Allan Webb's email address for service shall be [commercial@allanwebb.co.uk](mailto:commercial@allanwebb.co.uk); and
- (c) the Customer's address and email address for service shall be the address stated in a Contract.

18.3 Any notice shall be addressed to or marked for the attention of the manager appointed by the other party pursuant to clause 2.3 or 4.2.

18.4 Any notice shall be deemed to have been received:

- (a) if delivered personally, when left at the proper address;
- (b) if sent by pre-paid first (1<sup>st</sup>) class post or recorded delivery service, at 09:00am on the second (2<sup>nd</sup>) Business Day after posting to the proper address;

- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery is signed; or
- (d) if sent by email, at the time the email is received in the recipient's mailbox.

18.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.6 A notice given under a Contract is not valid if sent by fax.

## 19. INTERPRETATION

19.1 In these terms and conditions, a reference to:

- (a) **these terms and conditions** is a reference to these terms and conditions as varied or novated (in each case, other than in breach of the provisions of these terms and conditions) from time to time, but excludes the Proposal;
- (b) a clause is to the clause of these terms and conditions;
- (c) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), and a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (e) **writing** or **written** includes email but not fax;
- (f) **including**, **include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (g) **adequate procedures** and **foreign public official** shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under that Act); and
- (h) **controller**, **processor**, **data subject**, **personal data**, **processing** and **appropriate technical and organisational measures** shall be construed in accordance with the Privacy Laws in force at the time.

19.2 Each Contract shall be binding on, and enure to the benefit of, Allan Webb and the Customer and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

19.3 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## 20. DISPUTE RESOLUTION PROCEDURE

20.1 If a dispute arises out of or in connection with a Contract or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the managers appointed by the parties pursuant to clause 2.3 or 4.2 shall attempt in good faith to resolve the Dispute;

- (b) if they are for any reason unable to resolve the Dispute within thirty (30) Calendar Days of service of the Dispute Notice, the Dispute shall be referred to Allan Webb's operations director and a director or senior executive officer of the Customer who shall attempt in good faith to resolve it; and
  - (c) if they are for any reason unable to resolve the Dispute within thirty (30) Calendar Days of it being referred to them, the parties may (but only if they both agree) attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by the CEDR. To initiate the mediation, the parties shall jointly instruct the CEDR.
- 20.2** If the parties agree to refer the Dispute to mediation, then neither party may commence any court proceedings under clause 20.3 in relation to the whole or part of the Dispute until ninety (90) Calendar Days after the CEDR is first jointly-instructed. This clause shall not prevent either party from seeking emergency or injunctive relief at any time.
- 20.3** Subject to the foregoing provisions of this clause 20, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with a Contract or its subject matter or formation.
- 20.4** Each Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.