



Terms and Conditions of Business

1 Definitions

- 1.1 In these Terms, unless inconsistent with the context, the following definitions will apply:
- Contrast Training** shall mean Contrast Training Limited and its associated companies.
- Contrast Training's Site** shall mean the premises of Contrast Training where training takes place and shall include third party premises used by Contrast Training under contract.
- Client** shall mean the company, firm, organisation or concern named in the order and shall include all associate companies of the Client.
- Client's Site** shall mean the premises of the Client when used for training in-house.
- Equipment** shall mean the computer hardware at the Client's Site.
- Licence Agreement** shall mean the terms under which the Client is permitted to use the Software or the Equipment at the Client's Site.
- Order** shall mean the Client's purchase order for the training, subject to the Terms.
- Supplement** shall mean a written addition to these Terms, setting out the exact nature of any additional terms and conditions which will take priority over these Terms where a conflict arises.
- Training Hours** refers to standard working hours which shall not exceed 7 hours each day, Monday to Friday, by prior mutual agreement performed at the Customer's discretion between the hours of 09:00 and 17:00 but shall exclude 1 hour lunch break and shall exclude Public Holidays unless stated otherwise in a relevant Supplement.
- Software** shall mean the programmes used within the Equipment.
- Terms** shall mean these Terms and Conditions, as varied from time to time.

2 Application

- 2.1 The Terms shall apply to every provision of training by Contrast Training. No variation of the Terms (whether in a written Supplement or not) shall be valid unless in writing signed by an authorised representative of each the Client and Contrast Training. For the avoidance of doubt, the Client's own terms and conditions of Order shall not be incorporated into the Terms.

3 Provision of Training

- 3.1 Contrast Training will provide the training on the Terms.
- 3.2 For the avoidance of doubt, Contrast Training shall not be obliged to provide training until Contrast Training has received a written Order from the Client, signed by an authorised representative of the Client.
- 3.3 Unless otherwise agreed in writing, the training shall be provided during Training Hours at Contrast Training's Site.
- 3.4 Contrast Training's obligation to provide training at the Client's Site is subject to any applicable Licence Agreements being in force.
- 3.5 In the event that there is any dispute concerning a payment due from the Client to Contrast Training, it shall be dealt with in accordance with clause 13.

4 Client's Responsibilities and Warranties

- 4.1 Whilst the training is being provided at the Client's Site, the Client will:
- 4.1.1 ensure that any applicable Licence Agreements are in force.
- 4.1.2 make available all such facilities as Contrast Training shall reasonably require to discharge its operations.
- 4.1.3 not carry out any unauthorised alteration, adaptation or modification of the Software.
- 4.1.4 permit Contrast Training access to the Client's Site and the Equipment during Training Hours and such other times as Contrast Training may reasonably require.
- 4.1.5 ensure that all requirements of health and safety legislation and procedures are and continue to be met with regard to the Client's Site and the Equipment.
- 4.1.6 maintain adequate insurance in respect of its potential liability to the personnel whom shall perform the training on behalf of Contrast Training.
- 4.1.7 make available all passwords required to access the Equipment and the Software.

- 4.2 Whilst training is being provided, whether at Contrast Training's Site or the Client's Site, the Client will:
- 4.2.1 ensure that its staff follow the reasonable commands and instructions of the trainers.
- 4.2.2 promptly pay all sums due, according to the agreed payment terms, in respect of the training including any cancellation fee.
- 4.2.3 select only sufficiently skilled and competent operatives for training.
- 4.3 The Client specifically warrants that the Equipment and the Software have been used entirely in accordance with manufacturers' instructions and recommendations and that no unauthorised alteration, adaptation or modification has taken place.
- 4.4 The Client warrants and acknowledges that all intellectual property rights in any course materials produced by or on behalf of Contrast Training in connection with the training courses are vested in and shall remain vested in Contrast Training. The Client agrees not to reproduce, copy or transmit in any media, nor lend any part with or sell the whole or any part of such course materials.
- 4.5 The Client further warrants that it will procure that all delegates attending training at Contrast Training's Site follow all necessary security and other regulations.

5 Contrast Training's Responsibilities and Warranties

- 5.1 Contrast Training will:
- 5.1.1 use competent staff in the performance of the training and perform these with reasonable care and skill, whether through a sub-contractor or direct.
- 5.1.2 provide the training during the Training Hours as promptly as circumstances allow.
- 5.1.3 use every reasonable endeavour to meet any request from the Client for the provision of training out of Training Hours.
- 5.2 Contrast Training warrants that it will keep absolutely secret all information which it receives from the Client in confidence PROVIDED THAT this warranty will not apply to information which is in the public domain either at the time of receipt or time of disclosure, nor to information which Contrast Training is under public duty to disclose.

6 Limitation of Liability

- 6.1 Contrast Training's obligations and liabilities in respect of training are exhaustively defined in the Terms.
- 6.2 The express obligations and warranties made by Contrast Training in paragraph 5 are in lieu of and to the exclusion of any warranty, conditions, terms, undertaking or representation of any kind, whether express, implied, statutory or otherwise relating to the training provided (in this paragraph 6 referred together as a warranty) including (without limitation) a warranty as to the condition, quality, performance, merchantability or fitness for purpose of any course of training or any aspect of such training.
- 6.3 Subject to paragraph 6.4, Contrast Training will not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused whether arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of production, loss of or corruption to data, loss of profits, or of contracts, loss of operation time, loss of goodwill or anticipated savings even if Contrast Training has been advised of their possibility.
- 6.4 Contrast Training shall be liable in the event of Contrast Training's negligence or that of its employees or properly appointed sub-contractors:
- 6.4.1 without limit for death or injury to persons.
- 6.4.2 for up to £2 million in respect of each incident or series of connected incidents giving rise to damage or loss to the Client's tangible property.
- 6.4.3 In all cases not falling within 6.4.1. or 6.4.2 £10,000 in aggregate.



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7 Client Indemnity

- 7.1 The Client will indemnify Contrast Training in respect of any claim made against Contrast Training or any loss suffered by Contrast Training as a consequence of a breach by the Client of its obligations under clause 4.

8 Payment for Training

- 8.1 The Client will pay Contrast Training for the provision of training, the fees and charges as set out in the Order or the Supplement and any cancellation or additional fees that might arise due to breach of the Terms by the Client.
- 8.2 Fees and charges will be paid by the Client within 30 days of invoice together with VAT at the prevailing rate.
- 8.3 Full payment for Technical Training is required 10 working days before the start of the course, or immediately if the course is booked within 10 days of its start date.
- 8.4 All fees exclude VAT, which is payable at 17.5%.
- 8.5 The Client will in addition to such fees and charges pay interest to Contrast Training upon the amount of any invoice which is overdue from the date of the invoice to the date of actual payment at 2% per month.

9 Cancellation/Suspension of Training

- 9.1 If you wish to cancel or reschedule a course once the confirmed booking form has been received by Contrast Training, the following charges will apply and payment of these extra charges are due immediately:

Course	Full Days' Notice	Cancellation charge as % of Full Fee
Business & Mgmt Skills	21 or more working days	0%
	11-20 working days	25%
	0-10 working days	100%
Bespoke IT Training	21 or more working days	0%
	11-20 working days	25%
	0-10 working days	100%
End User Training	21 or more working days notice	0%
	11-20 working days	25%
	0-10 working days	100%
Technical Training	16 or more working days notice	0%
	11-15 working days	25%
	0-10 working days	100%
Residential Courses	29 or more working days notice	0%
	0-28 working days	100%

- 9.2 Contrast Training reserves the right to suspend provision of training in the event that any invoice is overdue, if clause 3.4 applies or for health and safety reasons under clause 4.
- 9.3 Contrast Training may at any time due to the non-availability of a trainer or any training room or facility postpone a training course to a mutually convenient time and location. If it proves impossible to agree the new time and location, Contrast Training will reimburse the Client any fee paid in advance of the postponed course.
- 9.4 The Client may cancel a training course by written notice and upon payment of a cancellation fee.

10 Substitution of Delegates

- 10.1 The Client may substitute a delegate on any course. If a substitute delegate is to attend, please notify Contrast Training in writing in advance to avoid non-attendance fees.

11 Soliciting or Appointment of Staff

- 11.1 Whilst the training is being provided and for a period of six months following the last provision of such training neither the Client nor Contrast Training shall (whether directly or indirectly) employ or retain the services of any person employed or retained by the other party including sub-contractors where such person has a some time in the preceding 12 months attended, worked on or otherwise been involved in connection with the training course.

12 Alternative Dispute Resolution

- 12.1 If a dispute arises between Contrast Training and the Client, the parties hereto agree first to use their respective best endeavours in good faith to settle the dispute by mediation before having recourse to arbitration litigation or some other dispute resolution procedure. A party claiming that a dispute has arisen must give written notice to the other party specifying the nature of the dispute. On receipt of such notice the parties must, within seven (7) days of receipt convene a meeting between their respective Chief Executive Officers (or nominated deputy) and the other relevant members of management to attempt to resolve the dispute. If the dispute is not resolved within seven (7) days or within such further period as the parties agree then the dispute is to be referred to a mediation provider appointed by the parties and in default of agreement, by the President for the time being of the Law Society.

13 Sub-Contractors

- 13.1 Contrast Training may appoint sub-contractors for the provision of training but such appointment shall not relieve Contrast Training from its obligations under the Terms.

14 Force Majeure

- 14.1 Neither Contrast Training nor the Client will be liable to the other for any delay in performance or failure to perform its obligations under the Terms (other than a payment obligation) due to any cause outside its reasonable control. Such delay or failure will not constitute a breach of this Agreement and the time for performance of the affected obligation will be extended by such period as is reasonable.

15 Notices

- 15.1 All notices which are required to be given shall be in writing and shall be sent to the address of the recipient set out in the Order or such other address as the recipient may designate by notice given in accordance with this clause. Any such notice may be delivered personally, by first class pre-paid letter or facsimile transmission and will be deemed to have been received:
- 16.1.1 by hand delivery — at the time of delivery.
- 16.1.2 by first class post — 48 hours after the date of mailing.
- 16.1.3 by facsimile transmission — immediately on transmission within the Hours (the hours of any Saturday, Sunday or Public Holiday shall be ignored) provided a confirmatory copy is sent by first class pre-paid post or by hand by the end of the next business day.

16 Jurisdiction

- 16.1 All matters, rights and liabilities relating to the Terms shall in all respects be governed by the laws of and subject to the exclusive jurisdiction of the Courts of England and Wales.

17 Authorisation

- 17.1 The signatory to the above warrants that he or she is duly authorised to do so.

SIGNED on behalf of Contrast Training :

By:
Name in Capitals:
Title:
Date:

SIGNED on behalf of Client :

By:
Name in Capitals:
Title:
Date: