

Surepath Training Limited Terms and Conditions – January 2018

The Client's attention is particularly drawn to the provisions of clause 7.

1. Interpretation

Definitions. In these Conditions, the following definitions apply:

Booking Form: means Surepath's booking form submitted by the Client to Surepath or if no booking form this shall include e-mails or correspondence submitted by the Client to Surepath detailing confirmation of any Quotation provided by Surepath.

Charges: the charges payable by the Client for the supply of the Services in accordance with clause 5.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.

Contract: the contract between Surepath and the Client for the supply of Services in accordance with these Conditions.

Course Programme: means the course programme provided to the Client in the Quotation detailing the Services to be provided.

Client: the person, company or firm who purchases Services from Surepath.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Client's order for Services as set out in the Client's Booking Form, or the Client's written acceptance of a quotation by Surepath, or overleaf, as the case may be.

Services: the training services, supplied by Surepath to the Client as set out in Quotation and/or Course Programme

Surepath: Surepath Training Limited registered in England and Wales with company number 08149242 whose registered office is at The Hub at Gladstone Buildings, Broadleys, Clay Cross, Chesterfield, Derbyshire S45 9JN.

Surepath's Materials: means any materials provided by Surepath to the Client.

Quotation: means any written quotation, including e-mails, provided by Surepath to the Client detailing the Services and the price to be paid

1.1 Construction. In these Conditions, the following rules apply:

1.1.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.1.2 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.1.3 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.1.4 a reference to writing or written includes e-mails.

2. Basis of contract

2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Surepath issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Surepath which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by Surepath, and any descriptions or illustrations contained in Surepath's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by Surepath shall not constitute an offer, and is only valid for a period of 28 Business Days from its date of issue.

3. Supply of Services

3.1 Surepath shall supply the Services to the Client in accordance with the Course Programme in all material respects but the Client acknowledges that any information provided on the course is used at the client's risk and Surepath is not liable for the client's use of the material or any knowledge gained after any course provided under the Contract.

3.2 Any particular tutor named as providing the Services in any quotation shall be liable to be substituted at Surepath's complete discretion.

3.3 Surepath shall use all reasonable endeavours to carry out the Services on the dates specified in the quotation.

3.4 Surepath shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Surepath shall notify the Client in any such event.

3.5 Surepath warrants to the Client that the Services will be provided using reasonable care and skill.

4. Client's obligations

4.1 The Client shall:

4.1.1 ensure that the terms of the Order are complete and accurate;

4.1.2 co-operate with Surepath in all matters relating to the Services;

4.1.3 if Services are to be carried out at the Client's premises, the Client shall provide Surepath, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by Surepath;

4.1.4 Be liable for all direct or indirect damage caused to the property and other people's property, by the Client if the Services are carried out at Surepath's premises or Surepath's designated premises for the course and must comply with all health and safety policies issued by or on behalf of Surepath.

4.1.5 provide Surepath with such information and materials as Surepath may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

4.1.6 if Services are to be carried out at the Client's premises, the Client shall prepare the Client's premises for the supply of the Services;

4.2 If Surepath's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**) Surepath shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Surepath's performance of any of its obligations. Furthermore, Surepath shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Surepath's failure or delay to perform any of its obligations as set out in this clause 4.2 and the Client shall reimburse Surepath on written demand for any costs or losses sustained or incurred by Surepath arising directly or indirectly from the Client Default.

5. Charges and payment

5.1 The Charges for the Services shall be as set out in the quotation and as agreed in the Booking Form.

5.2 Surepath shall invoice the Client on receipt of the Booking Form.

5.3 The Client shall pay each invoice submitted by Surepath:

5.3.1 within 30 days of the date of the invoice or 14 working days prior to the start of the Services, whichever is the earliest; and

5.3.2 in full and in cleared funds to a bank account nominated in writing by Surepath, and

5.3.3 time for payment shall be of the essence of the Contract.

5.4 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Surepath to the Client, the Client shall, on receipt of a valid VAT invoice from Surepath, pay to Surepath such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.5 Without limiting any other right or remedy of Surepath, if the Client fails to make any payment due to Surepath under the Contract by the due date for payment (**Due Date**), Surepath shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current HSBC Bank plc's base rate accruing on a daily basis from the Due Date until the date of

actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

5.6 Any cancellation of or request to transfer the Services to a different date must be notified to Surepath in writing and the following cancellation fee and/or transfer fee shall apply, such invoices to be paid within 30 days of the invoice.

Written Notice Given	Cancellation Fee	Transfer Fee
29 days or more	none	none
15- 28 days	50% of Course Fee	10% of Course Fee
14 days or less	100% of Course Fee	10% of Course Fee

5.7 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against Surepath in order to justify withholding payment of any such amount in whole or in part. Surepath may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Surepath to the Client.

6. Intellectual property rights

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services including but not limited to Surepath's Materials shall be owned by and be the exclusive property of Surepath.

6.2 The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on Surepath obtaining a written licence from the relevant licensor on such terms as will entitle Surepath to license such rights to the Client. Surepath's Materials must not be copied, duplicated or republished in any way nor can they be incorporated into any other work for any use without Surepath's prior written consent.

7. Limitation of liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

7.1 Nothing in these Conditions shall limit or exclude Surepath's liability for:

7.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

7.1.2 fraud or fraudulent misrepresentation; or

7.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.2 Subject to clause 7.1:

7.2.1 Surepath shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

7.2.2 Surepath's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the Services.

7.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.4 This clause 7 shall survive termination of the Contract.

8. Termination

8.1 Without limiting its other rights or remedies, Surepath may terminate the Contract with immediate effect by giving written notice to the other party or it shall have the right to suspend provision of the Services under the Contract or any other contract between the Client and Surepath if the Customer becomes insolvent or insolvency is threatened or the Client fails to pay any amount due under this Contract on the due date for payment or if Surepath reasonably believes that the Client is about to become subject to any of them..

9. Date Protection

9.1 Personal information received by Surepath shall be used to provide the Services and process the client's payment for such Services, inform the Client about similar products or services that Surepath provide, but the Client may stop receiving these at any time by contacting Surepath.

9.2 We will not give your personal data to any third party.

10. Force majeure:

10.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Surepath including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Surepath or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Surepaths or subcontractors.

10.2 Surepath shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event but shall offer a new date for the Services and if the Client is unable to accept the new date for the Services then Surepath shall refund the Charges paid by the Client.

11. Assignment and subcontracting

11.1 Surepath may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

11.2 The Client shall not, without the prior written consent of Surepath, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12. Notices

12.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by e-mail to such e-mail address as provided by the parties and in the case of Surepath such e-mail is enquiries@surepathtraining.co.uk or such other address as made known to the Client.

12.2 This clause 12 shall not apply to the service of any proceedings or other documents in any legal action.

13. Waiver

13.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

13.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14. Severance

14.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

14.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15. Third parties

A person who is not a party to the Contract shall not have any rights under or in connection with it.

16. Variation

Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by Surepath.

17. Governing law and jurisdiction

17.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.