

TRAINING SERVICES TERMS & CONDITIONS

THIS AGREEMENT is dated the date set out in the **Schedule BETWEEN**

- (1) The Iris legal entity named in the Schedule or on an invoice, ("**We/Us/Our**"); and
- (2) The person, firm or company specified in the Schedule ("**Customer/You/Your**").

1. Definitions & Interpretation

1.1 In this Agreement the following expressions shall have the following meanings, unless otherwise stated:

"**Agreement**" means these terms and conditions as may be amended by us from time to time including the Schedules and any other documents expressly incorporated;

"**Charges**" means any fees payable in respect of the Services, or any other charge or expense payable under this Agreement;

"**Group Company**" means (in relation to each party) any subsidiary, group or parent company from time to time of a Party (as such words are defined in the Companies Act 2006);

"**Licence Agreement**" means our separate Licence and Support Agreement;

"**Location**" means the location(s) where we will supply the Services as set out in the Schedule;

"**Schedule**" means the Schedule attached to this Agreement in which the scope and extent of the Services are set out. It is your obligation to ensure that the Schedule correctly states the information set out in it;

"**Services**" means the training services to be supplied by us and the items, if any, which we shall deliver hereunder, such Services being more particularly described elsewhere in this Agreement;

"**Service Hours**" means the standard hours during which the Services will be provided, as published by us from time to time in hard copy or on the Website or as set out in the Schedule;

"**Website**" means the website specified on our invoice or stationary sent to you from time to time.

1.2 Any other capitalised term not defined herein, shall have the meaning ascribed to such term(s) set out in the Licence Agreement.

2. Scope of Services

2.1 We will perform the Services and you will pay us the Charges in accordance with this Agreement.

2.2 We will have no obligation to provide the Services until we have confirmed in writing that a course or other Service has been booked.

2.3 We will use reasonable endeavours to ensure accuracy of course presentation and materials but we expressly exclude any liability for any inaccuracy therein.

2.4 The timescales for provision of the Services will be as set out in the Schedule, or in any confirmation and/or invoice issued by us, together with details as to delivery date(s) and Locations, if applicable. We will use all reasonable endeavours to complete the Services or any part thereof on or by any date that is agreed or confirmed by us, but time shall not be of the essence.

2.5 We will only be obliged to provide the Services during Service Hours at the Location(s).

2.6 The provision of any Services outside the standard Service Hours may be provided at our sole discretion, and all time spent supplying any Services outside these hours will be charged at the rates applying to such hours as specified in the Schedule or as published by us from time to time in hard copy or on the Website.

2.7 Illness or emergencies may occur which may mean that our staff are unable to carry out the Services. We shall endeavour to keep you informed to the extent that any illness or emergency prevents us providing the Services. In such event we shall endeavour to find a replacement member of staff or make, such other arrangements as we deem appropriate, having regard to your needs and the need for the Services.

2.8 We will use reasonable endeavours to ensure that we comply with all reasonable security regulations and requirements made known to us concerning the conduct of our staff at any Location.

2.9 We will provide the Services with reasonable care and skill.

3. Customer's Responsibilities

3.1 You will promptly provide us with accurate and complete information concerning requirements in connection with the Services as well as access to your personnel and premises as reasonably required in order for us to perform the Services and warrant that you are entitled to do so.

3.2 It is your responsibility, in ordering the Services, to select suitable personnel to be trained and you acknowledge and agree that whilst we shall use reasonable endeavours, in the time allotted for the delivery of the Services, to train your personnel, it is your responsibility to assess the competence of your personnel before and after their training and you undertake not to permit any of your personnel to operate any applications for which training has not been given by us, unless you are satisfied that they are competent.

3.3 If the Services are to be delivered at a location under your control, then you shall be responsible for providing the requested training facilities or reasonably suitable facilities (if not specified by us) including:

3.3.1 a suitable training room or other area at the Location for the provision of the Services on the agreed delivery date(s);

3.3.2 connections to your computer equipment or software on which the training is to be given for your personnel to be trained by our staff;

3.3.3 suitable refreshments and lunch facilities;

3.4 You agree to co-operate to a reasonable extent with our staff as reasonably required to perform the Services.

3.5 We reserve the right to refuse to provide any Services to you, if in our sole opinion you are abusive to our staff.

3.6 You undertake to ensure that you backup all your data whether stored on your computer equipment, file server, workstations or computers at the Location(s) or on a portable, lap-top or home computer proprietary to you before we provide the Services. You will indemnify us in respect of any and all losses, damages, claims or actions brought by you or any third party, arising from your failure to back up your data.

3.7 You hereby acknowledge and agree that this Agreement will not be enforceable against any Group or associated company of the Iris Group, and your sole recourse and/or any rights or remedies you may have whether in contract, tort or otherwise

arising from our failure to comply with the terms of this Agreement will be against us alone.

4. Charges and Payment

4.1 The Charges for the Services are those specified in the invoice.

4.2 You shall pay the Charges to us for the Services supplied during the Service Hours and any provided outside the standard Service Hours.

4.3 All Charges due under this Agreement are exclusive of VAT and any other taxes, duties or levies, travel, subsistence and other out-of-pocket expenses reasonably incurred by us in respect of the provision of the Services within the UK, which we shall be entitled to invoice to you at our then current rates.

4.4 Payment is due from you within 14 days of the date of the invoice, which shall be issued following confirmation of the Services to be provided.

4.5 If any sum payable under this or any other Agreement is in arrears, we reserve the right without prejudice to any other right or remedy we may have under this Agreement to:

4.5.1 suspend provision of the Services under this Agreement until such payment is made in full; and/or

4.5.2 charge interest on any and all such sums, on a day-to-day basis, from the original due date (as defined in the invoice) to the date of actual payment at the rate of 3% per annum above Lloyds TSB plc's base lending rate in force from time to time or part thereof plus any expenses of recovery; and/or

4.5.3 terminate this Agreement pursuant to clause 8.

5. Cancellation/Rescheduling

5.1 In the event that we are unable to provide the Services on the date(s) and delivery of the Service has to be postponed, then in such circumstances you shall not be entitled to cancel delivery of the Service and your sole remedy shall be rescheduling of the postponed Service on a mutually suitable alternative date.

5.2 Cancellation of the Services in whole or in part on a permanent basis may only be made with our express written agreement or in the event of termination by us. We reserve the right to charge for the rescheduling or cancellation of the Services, the amount of which may depend on when and where the Service is re-scheduled:

5.2.1 Where you give us less than 7 days' prior written notice before the scheduled delivery date of the Services, we may charge up to 100% of the Charges; or

5.2.2 Where you give us more than 7 days' but less than 28 days' prior written notice, we may charge up to 50% of the Charges.

6. Proprietary rights

6.1 Any intellectual property rights in items given to us by you to aid the provision of the Services shall remain vested in you or your licensors. In all other cases the copyright and all other intellectual property rights in materials developed or used in the course of provision of the Services, including but not limited to media, documentation, materials and the like specifically provided by us in relation to the Services, shall vest in and remain our property. We shall, however, grant your employees attending courses a non-exclusive licence to use materials issued to them as part of the Services for their own personal use but not further or otherwise. You shall not be entitled to make copies of training materials or other general material whether or not customised, produced and delivered by us for you.

7. Liability & Exclusions

7.1 Nothing in this Agreement shall in any way exclude or limit either party's liability to the other for death or personal injury caused by negligence, or liability for fraudulent misrepresentation or for any other liability which by law it is not possible to exclude or limit.

7.2 The extent of our liability for direct losses or damage of any kind shall be as set out in this Agreement provided that our maximum liability in the aggregate shall be limited to 100% of the value of the Charges (excluding VAT and expenses) for such Services provided under this Agreement during the 12 month period immediately prior to the event(s) complained of.

7.3 In all other instances you shall indemnify and hold us harmless from and against any and all claims, including but not limited to those caused by or arising from default, modification or misuse of the Services. In particular, you are responsible at all times for the actions and activities of your personnel and indemnify us in respect thereof.

7.4 Except as expressly provided in this Agreement no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of the Services provided hereunder is given or assumed by us, and except as expressly provided in this Agreement all such warranties, conditions, undertakings and terms are hereby excluded.

7.5 Notwithstanding any other provision of this Agreement in no event shall either party hereto be liable for loss of data, loss of profit, goodwill, business or anticipated savings or for any indirect or consequential loss of whatever nature, howsoever caused.

8. Termination

8.1 We may terminate this Agreement (or at our discretion, the supply to you of the Services) immediately if you fail to pay our invoices and such sum remains unpaid for fourteen (14) days after notice has been given to you that such sum has not been paid.

8.2 Either party may terminate forthwith on giving written notice to the other if any distress or execution shall be levied upon the property or assets of the other party, or if that party shall make or offer any arrangement or composition with creditors, or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against it or, if it is a limited company, any resolution or petition to wind it up (other than for the purpose of amalgamation or reconstruction) shall be made or if a receiver or liquidator is appointed over the undertaking, property or assets, or any part thereof, or if any other order is applied for and/or granted over its assets. Any termination under this clause shall be without prejudice to any other rights accrued prior to termination.

8.3 Where this Agreement is terminated all Charges due to us for the Services provided to date will be immediately due and payable. Furthermore, a charge may be payable in accordance with clause 5.2.

9. Force majeure

9.1 We shall not be liable for any loss or damage caused by delay or failure in performance of our obligations hereunder caused by circumstances which are beyond our reasonable control. Should such event occur we may suspend the Services covered by this Agreement without incurring any liability whatsoever for any loss or damage caused. We shall be entitled to such extension of time as is reasonably required to fulfil our obligations under this Agreement. In the event that a specific training course



- shall become unavailable for any reason outside our control, we shall endeavour to find a suitable alternative but shall not be liable if no alternative is found.
- 9.2 We will endeavour to reach an alternative arrangement with you but where such is not possible a refund may be made to you for the relevant Service that we acknowledge we are unable to deliver.
- 10. Notices**
- 10.1 Any notice required to be given pursuant to this Agreement shall unless otherwise stated in it, be in writing, sent to the other party marked for the attention of the person at the address specified in this Agreement (or to such other address as either party may from time to time notify to the other in writing in accordance with this clause).
- 10.2 For the purpose of notices to be given by us in writing, the expression "writing" or "written" shall be deemed to include email communications or facsimile transmissions. At our option, we may as an alternative to written notice by post, send you written notice addressed to the facsimile number or by email at the email address, you supply to us specified in the Schedule.
- 10.3 A correctly addressed notice sent by first-class post shall be deemed to have been delivered 72 hours after posting, correctly directed faxes shall be deemed to have been received instantaneously on transmission, and correctly addressed emails shall be deemed to have been delivered 24 hours after sending.
- 11. General**
- 11.1 You will be notified of any changes to this Agreement on the Website, which shall take effect 30 days after the notice is posted on the Website.
- 11.2 We may assign, sub-contract, or otherwise transfer any or all of our rights and/or obligations under this Agreement without your prior written agreement, you may do so, with our prior written consent.

- 11.3 If either party chooses to waive or ignore a breach of the Agreement, then this will not prevent that party from taking action in respect of the same type of breach at a future date.
- 11.4 This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. Neither we nor you will have, nor represent that it has, any authority to make any commitments of this kind on the other party's behalf.
- 11.5 If any part of these terms and conditions is unenforceable the enforceability of any other terms will not be affected.
- 11.6 The application of the Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this Agreement.
- 11.7 This Agreement shall be governed by English law and each party hereby submits to the non-exclusive jurisdiction of the English Courts.
 Except for the Licence and Support Agreement and our standard confidentiality agreement, this Agreement and any document expressly incorporated in it contains the whole agreement between us and you in respect of the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements, representations or understandings between the parties relating to such Services. The parties confirm that they have not relied on any representation that is not expressly incorporated into this Agreement. Nothing in the foregoing shall however affect any liability for fraudulent misrepresentation.

SCHEDULE
TRAINING SERVICES ORDER FORM

1.	Customer Details	
	Name:	Company/LLP/Charity registration number (<i>delete as applicable</i>):
	Address:	Tel: Fax:
	Postcode:	E-mail:
2.	customer contact(s)	Contact 1 Contact 2
	Name: Position:	Name: Position:
	Tel: Fax:	Tel: Fax:
	E-mail:	E-mail:
3.	Nature and Type of Training to be supplied:	
4.	Duration:	
5.	Date of Training:	Date _____ Estimated Start Time: ____:____ am/pm
6.	Training Location:	Full postal address:
7.	Price:	£ _____ +VAT per day
8.	Payment Profile:	In accordance with our invoice
9.	Date of this Agreement	Date last party signs/ Other please specify

Duly authorised for and on behalf of the Customer

I confirm I have read, understood and accept the terms and conditions of this Agreement.

Signed
 Name
 Position
 Date

Duly authorised for and on behalf of Us

Signed
 Name
 Position
 Date