

QWARIE LTD FRAMEWORK CONTRACT FOR THE SUPPLY OF PRIVATE TRAINING SERVICES

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1. INTERPRETATION & FUNCTION

1.1 The Purpose and Availability of the Framework Contract

- (a) The Framework Contract sets out the process that allows the Parties to establish a binding agreement quickly and securely.
- (b) The Framework Contract details the terms and conditions with-in which the Supplier shall provide a Service.
- (c) The Framework Contract should be read, understood and accepted by the Customer, prior to placing an Order or other notice of Acceptance.
- (d) The Customer provides provisional acceptance of the terms and conditions with-in the Framework Contract where any Notice is received from the Customer, by the Supplier, that requests information concerning a Service offered by the Supplier.
- (e) The Framework Contract displays on the Supplier's website and, in response to each Customer request for information, the Framework Contract is remitted by the Supplier, to the Customer, by way of a link placed in the footer of every e-mail Notice.

1.2 Definitions. In this Contract, the following definitions apply:

Acceptance: of the Supplier's Firm Offer by the Customer with a Purchase Order or other Notice, that is only valid where received by the Supplier, and where the Customer's Order or other Notice of Acceptance that provides either explicit or tacit agreement to the specific terms and conditions of both the Firm Offer and this Framework Contract.

Bespoke Service: any training course that is specified by the Customer, including but not limited to, the creation of new and specific training materials. See also: Customised Service

Classroom Training Unit (CTU): Laptop Computers and Mi-Fi Internet service with associated cables and other accessories provided by the Supplier to facilitate the performance of the Service.

Commencement Date: has the meaning set out in Article 2, clause 5(b)

Commencement Date Invoice: an invoice raised by the Supplier, on the Commencement Date, or shortly thereafter, to cover any advanced purchase costs of travel and accommodation for the Trainer that may be pertinent to the Contract.

Conditions: conditions of this Framework Contract that may vary from time to time in accordance with Article 20.

Confidential Information: all personal, business or technical information, whether it is sent or received, accessed or viewed in writing or electronically or spoken and heard.

Contract: a binding agreement between the Parties that is governed by this Framework Contract and might include a specific Service Contract or other Notices.

Course: a period of training, with a specific term, provided by the Supplier as a Service and delivered to the Customer.

Course Materials: material provided by the Supplier to the individual participants of a Course, for the purpose of aiding the performance of the Service.

Course Modules: See Modules

Customised Service: a training course that is specified by the Customer, using the Modules provided by the Supplier in the Supplier's website. A Customised Service is differentiated from a Bespoke Service (see above)

Customer: an individual or legal entity to whom a Service, might be or, is provided by the Supplier.

CRM: a web-based Customer Relationship Management application, provided by the Supplier, that holds information relevant to the supply of the Service, with a dedicated login for the Customer, that is protected by password.

Delegate: an individual assigned by the Customer to attend a Course.

Disclosing Party: A Party, and its employees, delegates and Third Parties, within this Contract that discloses Confidential Information to the other Party to this Contract, including to its employees, delegates and to designated Third Parties.

Due Date: date on which a payment shall be received by the Supplier.

Fee: a charge payable by the Customer to the Supplier in consideration of the supply of the Service in accordance with Article 5.

Firm Offer: in contract law, this is the "offer". It is a Notice, composed by the Supplier and remitted to the Customer, that sets out the type of Service that shall be supplied, the location where the Service shall be supplied, the price of the Service, the start date and term of the Service and detail of any other matter, particular to a specific Contract.

Framework Contract: this document, identified by version number, with its terms and conditions, that allows the Customer to comprehend the contractual relationship and is binding on the Parties.

In-house Training: (see Private Course)

Intellectual Property Rights: all copyrighted materials, patents, rights to inventions, utility models, other copyright and related rights including know-how and 'trade secrets', 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 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.

Laptop Computers: Computers with no internet connection

Module: A part of a Training Course with a specific objective and term. Modules may be combined to create a Customised Course.

Offer: a Notice sent by the Supplier to the Customer with details of the Service offered and the price of the Service. The Offer allows the Parties to negotiate. The Offer is not binding. Unless stated otherwise, an Offer is valid for calendar 30 days.

Order: a Notice of Acceptance composed by the Customer and received by the Supplier. See Acceptance (above)

On Hold: a specific term in the negotiation process that is made available by the Supplier, for the exclusive benefit of the Customer, that shall allow the Customer the opportunity to accept or reject the Supplier's Firm Offer, safe in the knowledge that the Service Offered shall not be acquired by another Customer during the term or terms specified. The default, "On Hold" term is 7 calendar days. The "On Hold" term might vary, but variation is only valid with a Notice from the Supplier to that effect.

Party: The Supplier, the Customer, and the respective employees, delegates and Third Parties. See Disclosing Party & Receiving Party.

Private Course: a training delivered by the Supplier for the exclusive benefit of a Customer, at a location provided by the Customer or at an alternative location, agreed between the Parties.

Purchase Order: See Order

Receiving Party: A Party, and its employees, delegates and Third Parties, within this Contract that receives a Notice and specifically, any Confidential Information, from the other Party to this Contract, including from its employees, delegates and designated Third Parties.

Service: a training provided by the Supplier to the Customer within a specific Course and governed by the the terms and conditions of the Contract.

Service Contract: a specific contract, composed by the Supplier and delivered to the Customer,

that details the Service that shall be supplied. The Service Contract may stipulate the provision of a Classroom Training Unit.

Supplier (The): the Supplier of the Service; Qwarie Ltd. Rumwell Hall, Rumwell, Taunton, Somerset, TA4 1EL with registration in England & Wales number 10113351

Third Party: any outside party, contractor or consultant which the Supplier may engage to deliver, or assist in the delivery of, the Service to the Customer and any Third Party that may be required by the Customer to attend the course.

Training: the service that is the essence of this contract where training is performed by the Supplier, for the benefit of the Customer, that is the transfer of knowledge and information.

Validity: a non-exclusive term for which an Offer is valid so that the Customer might place an Order based on the Offer. An Offer is valid for 30 days unless otherwise stated in writing by the Supplier.

1.3 In this Framework Contract, the following rules apply and they shall be transferred to any Service Contract.

- (a) reference to a party shall include its personal representatives, successors or permitted assignees;
- (b) 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;
- (c) any phrase in the Framework Contract that is; 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
- (d) a reference to 'writing' or 'written' includes SMS, e-mail and facsimile.
- (e) Defined Words. Within this Framework Contract, a word in the body of a clause, where the first character is capitalised and where the word may or may not begin a sentence, is a defined word. Refer to Article 1, Clause 2 Definitions.
- (f) Words imparting the singular number shall include the plural and vice versa.
- (g) The headings used in this Contract are for convenience only and shall have no effect upon the interpretation of the Contract.

1.4 In a subsequent Service Contract, the following rules shall apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- (b) terms and conditions, detailed in the Supplier's Firm Offer, shall be applied to the Service Contract
- (c) In the absence of a Service Contract, this Framework Contract, the Supplier's Firm Offer and the Customer's Acceptance, be that a Purchase Order or other Notice, shall be combined to form the complete agreement.

1.5 Eligibility of the Customer

By placing an order for a Service from the Supplier, the Customer warrants that it is legally entitled to enter into this binding contract, be that as an individual, or on behalf of a legal entity.

1.6 Prevalence of the Supplier's Contract

The Customer accepts that, where the Customer's Order accepts the Firm Offer, the Supplier's terms and conditions, in the Contract, shall prevail over any terms and conditions contained within the Customer's Order, unless explicitly agreed in writing by the Supplier.

1.7 Variation within the Order

The Customer accepts that any additional term or condition, applied by the Customer to the Order, shall be void and un-enforceable within the Contract, but shall not prevent the formation of the Contract.

1.8. Where a Customer has a specific Agreement or contract in place for other services provided by the Supplier, the Customer acknowledges that for any instances of Training, and/or, where there is a contractual conflict, the terms and conditions of this Contract shall prevail, unless a variation is applied as per Article 20 of this Contract.

1.9 Any sample information, images, descriptive matter or promotional material issued by the Supplier, including any descriptions or images contained in the Supplier's website, 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.

1.10 These terms & conditions shall apply to the Contract to the exclusion of any other terms & conditions that the Customer seeks to impose or incorporate, be they the Customer's standard operating procedures, or those mandated by a higher authority, or those implied by trade, custom, practice or course of dealing, other than those explicitly detailed in a Notice received by the Supplier prior to receipt of the Customer's Order.

2. PROCESS & FORMATION OF A BINDING AGREEMENT

2.1 Supplier Advertising and a Customer Request for Service

- (a) Where the Supplier makes an offer by word of mouth or through advertising material, the offer is not legally binding upon the Supplier.
- (b) Where the Customer sends to the Supplier, a request for service from the Supplier; this is an Invitation to Treat and is not binding upon the Customer.
- (c) Where the Customer shall provide, or pay directly for travel and/or accommodation of the Supplier's Trainer, this shall be stated by the Customer in the request for the Service.
- (d) Where no provision for travel and/or accommodation is offered by the Customer, the Supplier shall offer the service inclusive of the Trainer's travel and accommodation costs.
- (e) Where the Customer requests the Supplier to provide the Service outside of Europe, or within Europe, and at the Supplier's discretion, the Supplier has the right to raise a Commencement Date Invoice, to cover the costs, paid in advance by the Supplier, of travel and accommodation for the Trainer.

2.2 Invitation made by the Supplier

- (a) The Supplier may respond to the invitation with an Offer.
- (b) An Offer is a Notice sent by the Supplier to the Customer with details of the Service offered including but not limited to, the price of the Service.
- (c) Offer Price. The Supplier shall estimate an 'all inclusive' price for the Service that shall include the fee for the Trainer, Course Materials, travel and accommodation costs for the Trainer.
- (d) The Supplier's fee for the Trainer is fixed on a day rate basis. The Trainer fee is non-negotiable. The variable component of the Offer price is the cost of travel and accommodation.
- (e) Unless stated otherwise, an Offer is valid for calendar 30 days.
- (f) An Offer is not binding unless it is explicitly labelled as a Firm Offer.
- (g) The Supplier shall estimate travel and accommodation costs based on the dates requested by the Customer.
- (h) It is in the interest of both parties to reach a binding contract as quickly as possible, so that the travel and accommodation costs can be minimised with advanced purchase.
- (i) To this end, a Firm Offer is valid for 7 calendar days unless otherwise agreed by the Parties.
- (j) At the request of the Customer, the Supplier might agree to extend the validity term of the Firm Offer.
- (k) A Firm Offer may be placed on "On Hold". The On Hold term shall be determined by the

Supplier and may vary depending on the proximity of the start date of the Training. The closer the start date, the shorter the On Hold term. The On Hold term has never exceeded the validity of a Firm Offer.

(l) where a Firm Offer is placed On Hold, the Customer benefits from exclusivity for that Service.

(m) Where the term of a Firm Offer expires, and where the Supplier has not received an Order or other Notice of Acceptance, the Supplier shall have the right to Offer the Service to any other Customer.

(n) The Supplier is not obliged to send Notice to the Customer of pending or actual expiration of an Offer or Firm Offer term.

(o) The Offer shall not include Value Added Tax, unless explicitly stated within the Offer.

2.3 The Order made by the Customer

(a) The Order is Acceptance of the Firm Offer.

(b) The Order shall be a Purchase Order or other Notice of Acceptance raised by the Customer and remitted to the Supplier.

(c) An Order is legitimate only when received by the Supplier

(d) Where it is the intent or normal practice of the Customer to settle Supplier invoices by a method other than electronic transfer, the Customer is obliged to advise the Supplier at its earliest opportunity and certainly prior to the issue of an Order or other Notice of Acceptance.

(e) The fundamental terms and conditions of the Order may not vary from the Supplier's Firm Offer.

(f) Where a Customer's Order does vary, fundamentally, from the Supplier's Firm Offer, it shall be deemed a Counter Offer.

(g) Where a Customer's Order does vary, but does provide sufficient agreement to form a binding Contract, the Contract shall come into effect and the items that vary, shall be void and not binding on the Contract.

(h) The Supplier has the right to reject an Order that the Supplier deems to have varied from the Firm Offer.

2.4 Agreement between the Parties

(a) Upon receipt of the Order, the Supplier shall raise and remit to the Customer, a Service Contract that shall set out the terms and conditions negotiated by the Parties and the details of the specific Service.

(b) The date that the Service Contract shall come into existence is the Commencement Date.

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

(d) The Customer accepts that by purchasing a Service from the Supplier, the Customer agrees to be bound by the terms and conditions herein and, where issued, within a Supplier's Service Contract.

3. RIGHTS & OBLIGATIONS OF THE SUPPLIER

3.1 Concerning the Service that may or may not include a Classroom Training Unit.

(a) the Supplier shall supply the Service to the Customer in accordance with the Contract in all material respects.

(b) the Supplier shall have the right to make any changes to the Service which are necessary to comply with any applicable law, are a safety requirement, or which do not materially affect the nature or quality of the Service, and the Supplier shall notify the Customer in any such event.

(c) the Supplier shall have the right to make any changes to the Service where a technology supplier modifies, or in any way alters their technology, so that it might impact upon the Service.

(d) the Supplier warrants to the Customer that the Services shall be provided using reasonable

care and skill.

(e) the Supplier reserves the right to eject any Delegate from a Course for, in the opinion of the Supplier, any unreasonable behaviour by the Delegate.

(f) The Supplier may assign or sub-contract its obligations or rights under the Contract to a competent Third Party in whole or in part.

(g) The Supplier shall ensure that the Service complies with all statutes, regulations, bye-laws, standards, codes of conduct and any other rules relevant to the provision of the Service.

(h) Notwithstanding Article 2, clause 1(c) of this contract and where the Service shall be delivered outside of Europe, or within Europe and at the Supplier's discretion, the Supplier has the right to receive advance payment from the Customer to cover the cost of advance purchase of travel and accommodation for the Trainer.

(i) The Supplier has the right to amend the payment terms as set out in Article 5 of this contract, so that a non-refundable deposit may be levied in advance and so that payment shall be made in full prior to the commencement of the training.

3.2 Concerning the Supply of a Classroom Training Unit (CTU)

Where the Parties have agreed that the Supplier shall provide a CTU to facilitate the delivery of the Service. The Supplier shall:-

(a) be remunerated for the supply of the CTU;

(b) have the right to determine the type and brand of all assets within the CTU.

3.2.1 Laptop Computers, the Supplier is obliged to:-

(a) supply a reliable laptop computer to each Delegate, where,

(b) each laptop computer shall have installed a Microsoft Windows operating system, where,

(c) all Operating System updates have been applied, and where,

(d) each laptop computer is physically clean, and where,

(e) each laptop computer is clean of any previous user data, and where,

(f) each laptop computer has a screen size that is no less than 15 inches, and where,

(g) each laptop computer is scanned for malware and verified free of any and all malicious applications

3.2.2 Concerning the Internet Connection

(a) The Supplier shall supply an internet connection that shall allow the delegates to benefit from the training

4. RIGHTS & OBLIGATIONS OF THE CUSTOMER

4.1 The Customer has the right to receive the Service as set out in the Service Contract.

4.2 The Customer is obliged to:-

(a) ensure that the terms of the Order are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Service;

(c) provide to the Supplier such information and materials as the Supplier may reasonably require in order to supply the Service;

(d) ensure that such information is accurate in all material respects;

4.3 The Customer is obliged to communicate effectively with the Supplier, so that:-

(a) communication shall be with the Supplier's Training Coordinator with the exception of Clause 4.3 (b);

(b) where the Customer requires direct contact with a trainer to discuss a specific issue, the Customer shall request the Supplier's Training Coordinator to facilitate contact with the trainer, so that the specific issue is addressed, and thereafter, the Customer shall desist and make no further contact with the trainer, so that on-going communication is between the Supplier's Training Coordinator and the Customer;

4.4 The Customer is obliged to provide Delegate information, so that:-

- (a) upon request, to the Supplier, the details of the Delegates attending a Course shall be delivered to the Training Coordinator, and that:
- (b) The Delegate information shall include, for each Delegate, the First and Last name, a personal e-mail address and the relationship with the Customer, e.g. Job Title;

4.5 The Customer shall respect the integrity of the Supplier and shall:-

- (a) not directly or indirectly approach any personnel of the Supplier for the purpose of obtaining any service similar to or competitive with the Service; and
- (b) inform the Supplier immediately upon receipt of any communication by the Supplier's personnel and specifically, where this is any discussion with a view to provide any Service similar to or competitive with the Service provided by the Supplier;
- (c) agree that where communication is received from the Supplier's personnel, the Customer shall not to engage such personnel to provide a Service;

4.6 The Customer is obliged to provide facilities, that shall be:-

- (a) a room for the delivery of the Service, that is suitably lit and ventilated and where each delegate is provided with a table or desk and a chair.
- (b) a table or lectern that shall accommodate the trainer's laptop computer;
- (c) a wall or stand mounted large screen (minimum 42inch) display with minimum 3 meter HDMI cable, so that each delegate may have direct line of sight of the large screen, or
- (d) as an alternative to the large computer screen, a projector with screen and appropriate cabling.

4.7 Where the Customer provides computers and internet connection, there shall be:-

- (a) a strong and reliable internet connection for the Trainer and all delegates;
- (b) for each delegate, a reliable computer;
- (c) installed on each computer, the latest version of the Firefox web browser.

4.8 Where the Supplier provides a Classroom Training Unit, the Customer shall:

- (a) allow, in advance, the Supplier to conduct a Site Survey, and
- (b) be obliged to remunerate the Supplier for the Site Survey, or
- (c) conduct a site survey of the room assigned for the delivery of the Service, so that, as directed by the Supplier, there shall be a test of up to 3 different cellular data providers.
- (d) receive and store securely, any container, sent by the Supplier to the Customer that may be delivered, in advance and by courier or other transportation service,
- (e) designate one person that shall be responsible for the receipt, safe storage and dispatch of the containers.
- (f) provide insurance against damage including, but not limited to fire and water damage to the CTU and any of it's contents and and theft
- (g) provide insurance against theft of the CTU or any part thereof
- (h) provide access, on demand of the Supplier's representative, to the Supplier's containers
- (i) provide access to the training room at least 90 minutes before the training is scheduled to commence.
- (j) after the delivery of the Service, release to a courier or other transportation service designated by the Supplier, the CTU.

4.8 Customer Default

- (a) Where the Supplier's performance of an obligation under the Contract is prevented or delayed by any act or omission by the Customer or by a failure of the Customer to perform any relevant obligation. This is a 'customer default'.
- (b) the Supplier shall, without limiting its other rights or remedies, have the right to suspend performance of the Service, until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve the Supplier from the performance of any of the Supplier's obligations, to the extent that the Customer Default prevents or delays the Supplier's

performance of any of its obligations;

(c) Where there is a Customer Default, the Supplier shall, without limiting its other rights or remedies have the right to Terminate the Contract

(d) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in Article 4, clauses 4, 6 & 7 of this Framework Contract.

(e) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the customer default.

4.9 The Customer shall not assign the Contract in whole or in part, except where the Supplier provides explicit and written consent.

4.10 The Customer, by providing to the Supplier, personal data relating to their employees or agents, confirm that they are entitled to disclose that data to the Supplier under the terms of the Data Protection Act 1998 and related legislation and that the Supplier is entitled to process such data for the purposes of providing the purchased Service.

4.11 Notwithstanding clause 2.2(c) of this contract and where the Service shall be delivered outside of Europe, or within Europe and at the Supplier's discretion, the Customer is obliged to pay on demand the Supplier's invoice for advance purchase of travel and accommodation.

5. CONSIDERATION - FEES AND PAYMENT

5.1 Upon performance of the Service, the Supplier shall raise and remit to the Customer an invoice, within an invoice Due Date, that shall be no more than 30 calendar days after last day of the Course.

(a) Where any payment pursuant to this Contract is required to be made on a day that is not a Business Day, the invoice payment date shall be the previous Business Day.

(b) Notwithstanding Article 2, clause 2(c) of this contract and where the Service shall be delivered outside of the EU, the Supplier shall, upon the Commencement Date, raise an invoice to cover the advance purchase costs of travel and accommodation for the Trainer.

5.2 Where the Customer purchases only the Service, the Customer shall cover the cost, for all trainers, of all expenses, that shall include all travel, including travel to and from airports, accommodation, including pre-flight accommodation, and three meals each day including beverages, for the duration for the total Service, including all expenses incurred during any break in the Service be that for a weekend, public holiday and any break required by the Customer..

5.3 Payments by Electronic Transfer

(a) The Customer shall instruct its banking service supplier to make payment to the Supplier by means of electronic transfer.

(b) Each Party shall pay any costs raised by their banking service supplier

(c) Cleared funds shall arrive into the Supplier's a bank account, nominated in the Invoice raised by the Supplier on or before the Due Date on the invoice.

(d) Where the electronic transfer is not 'same day', the Customer shall instruct its bank to make payment a sufficient quantity of days ahead of the Due Date, so that funds are cleared in the Supplier's account on the Due Date.

(e) The payment term is the essence of the Contract.

(f) The payment term of a Commencement Date invoice, is 7 calendar days unless specified otherwise on the invoice itself.

5.4 Payments by Cheque

(a) Where the Customer elects to settle the Supplier's invoice by cheque, the Customer is

obliged to advise the Supplier in the Purchase Order or other notice.

(b) Where the Supplier is paid by cheque, the Supplier shall apply an administration fee to the invoice of £25

(c) Where Customer's cheque is issued on a bank incorporated outside the United Kingdom, the Supplier shall apply an administration fee to the invoice of £50

(d) Cheques drawn on a UK bank account shall be delivered to the Supplier, 7 calendar days before the invoice due date.

(e) Cheques drawn on a bank account outside the UK, shall be delivered to the Supplier, 21 calendar days before the invoice Due Date.

5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax (VAT) at the prevailing rate. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier 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.

5.6 Without limiting any other right or remedy of the Supplier, where the Customer fails to make any payment due to the Supplier under the Contract by the Due Date, the Supplier shall have the right to either:

(a) charge an administration fee of £50 and interest on the overdue amount at the rate of 5 per cent per annum above the then current Bank of England'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, or

(b) terminate the Contract with immediate effect, at any time after the Due Date.

5.7 The Customer shall pay all amounts due under the Contract in full, without any deduction or withholding except as required by law, and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.

5.8 The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. CANCELLATION BY THE CUSTOMER

(a) Where a Customer cancels a Service, the first priority of the Supplier shall be to re-schedule the Service to a later date.

(b) Where a Course is re-scheduled, the price charged for the re-scheduled Service may be the same as the cancelled Service, unless all Training Services, Offered by the Supplier, have been subject to a price change since the Commencement Date of the Contract.

(c) Where, within 28-15 calendar days of the first day of the course, a Customer cancels a Service and that Service is not re-scheduled, the Supplier shall recover from the Customer, with a single invoice and with-in a 30 calendar days payment term, all otherwise unrecoverable travel and accommodation costs incurred by the Supplier.

(d) Where, within 14-8 calendar days of the first day of the Course, a Customer cancels a Service and that Service is not re-scheduled, the Supplier shall recover, from the Customer, with a single invoice and a 30 calendar days payment term, all unrecoverable travel and accommodation costs incurred by the Supplier, and 25% of the Service fee.

(e) Where, within 7 calendar days of the first day of the training, a Customer cancels a Service and that Service is not re-scheduled, the Supplier shall recover from the Customer, with a single invoice and a 30 calendar days payment term, all unrecoverable travel and accommodation costs incurred by the Supplier, and 50% of the training fee.

(f) In the event of cancellation by the Customer, any fees paid on a Commencement Date

Invoice are not recoverable by the Customer, except where the Supplier is able to recover sums paid for travel and accommodation.

(g) In the event of a reschedule of a Service, and where the Supplier is not able to transfer the travel and accommodation costs to the new schedule, the Customer is obliged to pay all costs of travel and accommodation incurred by the Supplier, in any jurisdiction.

7. INTELLECTUAL PROPERTY RIGHTS

(a) All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

(b) The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such material is conditional upon the Supplier obtaining a written licence from the relevant licensor on such terms as shall entitle the Supplier to licence such rights to the Customer.

(c) All Course Materials are the exclusive property of the Supplier.

(d) The Intellectual Property Article 7 shall survive termination of the Contract.

8. CONFIDENTIALITY

(a) Both Parties to the Contract shall respect, acknowledge and agree that any and all information concerning the other's business and the Terms and Conditions of this Contract, is Confidential Information.

(b) Both Parties agree that they shall not permit the duplication, use or disclosure of any such Confidential Information to any person (other than its own employees or Third Party where the same requires such information for the performance of the Service, unless such duplication, use or disclosure is specifically authorised by the other party, or is required by the operation of law.

(c) Specific authorisation for duplication of Confidential Information may be required in writing, by either Party, prior to the duplication process.

(d) Confidential Information does not include information which at the time of disclosure is, or comes into, the public domain (other than by the unauthorised act of the Disclosing Party).

(e) The Parties shall take all reasonable steps to ensure that their employees, or Third Parties maintain, with no limitation, the confidence of all Confidential Information.

(f) Specifically, a Receiving Party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the Disclosing Party, its employees, or Third Parties, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain.

(g) Specifically, a Receiving Party shall restrict disclosure of such confidential information to such of its employees, or Third Parties as 'need to know' for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, and Third Parties are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

(h) The Customer undertakes to keep all Publications and materials created by the Supplier confidential and shall not copy, publish or distribute any such information, materials or documents to any third party without the prior written consent of the Supplier (save where such information is in the public domain or the Customer is required to disclose such information by law).

(i) The confidentiality clause 8 shall survive termination of the Contract.

9. LIMITATION OF LIABILITY

9.1 Nothing in this Contract shall limit or exclude the liability of the Supplier for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees and Third Parties.
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2 Subject to Article 9, clause 1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, 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, in connection with or as a consequence of the Service supplied and the conditions of this Contract;
and
- (b) the Supplier's total liability to the Customer 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, including the liability of the Supplier's Third Parties and employees in respect of any services provided to the Customer by the Supplier, in connection with this Contract, shall in no circumstances exceed the price of the Services.
- (c) the Supplier shall not be liable to the Customer in respect of any event of default for loss of profits, goodwill or any type of indirect or consequential loss, including the acts or omissions of the Customer, even where the Supplier had been advised of the possibility of the Customer incurring the same.
- (d) The Supplier shall provide advice in good faith, but the Supplier shall not be liable for any outcomes arising from the use of that advice, by the Customer.
- (e) The Customer shall, to the fullest extent permitted in law, indemnify and hold harmless the Supplier and its Third Parties from and against any and all claims, damages, losses or expense, arising out of or resulting from any injury or damage sustained on or to the premises of the Customer or premises, excepting those where the Customer is directly responsible.

9.3 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.

9.4 The Limitation of Liability clause shall survive termination of the Contract.

10. INSURANCE

The Supplier shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance. This insurance shall cover the activities of any Third Party delivering the Service on behalf of the Supplier.

11. TERMINATION

- (a) Where one Party commits a material breach of the Contract, the other Party, without limiting its other rights or remedies, may terminate the Contract with immediate effect, by written notice to the Party in breach.
- (b) Where such a breach is remediable, the Party in breach has 28 days to remedy that breach and during this term, the termination is set aside.
- (c) Where the remedy fails, the termination of the Contract is enforceable from the date of the original Notice of termination.
- (d) Without limiting its other rights or remedies, each party shall have the right to terminate

the Contract by giving the other Party' written Notice no less than 29 days before the Course is due to commence.

(e) Without limiting its other rights or remedies, the Supplier shall have the right to suspend or terminate performance of the Contract, where the Customer fails to meet the obligations set out in clause 4 of this Framework Contract.

(f) Failure on the part of the Customer to settle a Commencement Date invoice within the specified term, is grounds for termination of the contract without notice from the Supplier.

12. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Course Materials which have not been fully paid for. Where the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with this Contract;

(c) the accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. FORCE MAJEUR

The Supplier shall be entitled to delay or cancel delivery of any services or to reduce the amount of service delivered where it is prevented from or hindered or delayed in the provision of services through any circumstances beyond its reasonable control; including strike, lock-out or other industrial dispute (whether involving the workforce of the Supplier or any other party), accident, war, government action, compliance with any law or governmental order, rule, regulation or direction, national emergency, act of terrorism, threat of terrorism, protest, riot, civil commotion, malicious damage, explosion, flood, epidemic, fire, storm, earthquake, tsunami, wrongful arrest, failure of a utility service or transport network, breakdown of plant or machinery or default of its Third Parties.

(a) the Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a force majeure event.

(b) Where a force majeure event prevents the Supplier from providing the Service, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by any voice communication, messaging service or any other written notice to the Customer.

14. ASSIGNMENT AND SUBCONTRACTING

(a) The Supplier 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. See clause 19

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations

under the Contract.

15. NOTICES

(a) 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 through the Supplier's CRM, by e-mail, by link to a page or document stored on a server and accessible by the recipient, or other electronic means agreed by the Parties, facsimile, courier or other recognised postal service to the receiving Party's principal place of business, or sent by fax to the receiving Party's main fax number.

Where a document is uploaded to the Supplier's CRM, the other party shall notify the recipient of the upload by e-mail or another method that receives acknowledgement by the recipient to the sender.

(b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission, or if mailed by prepaid airmail, on the tenth business day after posting.

(c) where transmitted by e-mail the communication shall be deemed to have been duly received where there is no delivery error message or bounce back from the recipient's mail server. The sender shall not be required to rely on a delivery receipt or any other successful transmission report.

(d) This Article 15 shall apply to the service of any proceedings or other documents in any legal action. For the purposes of this Article 15, clause (d), "writing" shall include e-mails, and for the avoidance of doubt, any legal notice served under this Contract, shall be validly served, if sent by e-mail but only where evidence of delivery is provided.

(e) A Notice maybe signed by an authorised person and where an e-mail or other document, including this Framework Contract and any Service Contract are not signed, they do possess legal authority, by their very existence and they constitute effective communication to the other party.

16. WAIVER

a) 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. No failure or delay by a Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of clause 15 that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

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

17. SEVERANCE

(a) Where 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.

(b) Where 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.

18. NO PARTNERSHIP

- (a) Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose.
- (b) No Party shall have authority to act as agent for, or to bind, the other Party in any way.
- (c) A Third Party may be explicitly contracted with the Supplier to represent the Supplier and to invite the Customer to treat.

19. THIRD PARTIES

- (a) A person or legal entity, that is not a Party to the Contract, shall not have any rights under the contract or in connection with the contract. (See under Article 1, Clause 2 Definitions)
- (b) The Supplier shall be entitled to engage a Third Party to perform the Service and any of the obligations undertaken by the Supplier.
- (c) The Third Party may be any other person within the Supplier's group of Companies or any suitably qualified, experienced and skilled sub-contractor be they an individual or registered legal entity.
- (d) Any act or omission of such Third Party shall, for the purposes of this Contract, be deemed to be an act or omission by the Supplier.
- (e) No part of this Contract is intended to confer rights on any Third Party and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- (f) Subject to this Clause 19, this Contract shall continue and be binding on the transferee, successors and assigns of either Party as required.

20. VARIATION & VERSIONING

- (a) The Supplier may at any time, make any variation to this contract, including the introduction of any additional terms and conditions.
- (b) The variation shall incur a version number that shall reflect the magnitude of the variation.
- (c) Where a variation to the material or meaning of the contract, shall version shall incur a prime number change.
- (d) Where a variation correction is a minor correction of syntax, spelling or grammar, with no material effect, the version shall incur decimal number.
- (e) A Service Contract shall pertain to the prevailing version of this contract at the Commencement Date.
- (f) The Supplier shall retain an archive of previous versions.

21. ENTIRE AGREEMENT

- (a) This Contract is the basis for the Contract between the Parties. The Service Contract, or Customer's Order and the Supplier's Firm Offer and this Framework Contract combined shall be the entire agreement between the Parties with respect to its subject matter.
- (b) The Entire Agreement is not published in a single document.
- (c) The Service Contract may not be modified, except by an instrument in writing, that is

either signed by the duly authorised representatives of the Parties or, where there is unequivocal evidence that the Parties concur and agree to the modification.

(d) The Parties acknowledges that this Contract does not allow either Party to rely on any representation, warranty or other provision except as expressly provided in the Contract and the Firm Order or the Service Contract.

(e) Where conditions vary from this Framework Contract, the Service Contract shall supersede this Framework Contract

(f) All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

22. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This Framework Contract and any pursuant Service Contract, and any dispute or claim arising out of or in connection with the Contracts or their 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 recognised mediation services and courts of England and Wales.

(a) The jurisdiction of this contract applies to legal entities and naturalised persons in any jurisdiction.

(b) The Parties shall attempt to resolve any dispute arising out of or relating to this Framework Contract and any pursuant Service Contract, through negotiations between their appointed representatives who have the authority to settle such disputes.