

These Terms and Conditions shall apply to the provision of Services by Gateway HR & Training Ltd, of 3 Canberra House, CorbyGate Business Park, Corby, Northants, NN17 5JG, hereinafter called the "Company" to the Client, as identified in the Company's Proposal.

1. Definitions and Interpretation:

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Account Management System" means the Company's online quotation and accounting system, such as AccountAssyst;

"Agreement" means the contract formed upon acceptance of the Company's written proposal, placement of an order, the opening of an account via the Company's Account Management System and/or the client's written consent to receive the services, and includes the acceptance of these Terms and Conditions;

"Expense" means any cost incurred by us in direct relation to the provision of the services;

any "Proposal" remains open for acceptance for a period of 20 days and means the written proposal for the performance of the Services or any other Services as may from time to time be amended by the written agreement of both the Company and the Client; and

"Services" means the Training, Retained HR and/or HR Consultancy Services to be provided by the Company to the Client in accordance with the Proposal.

1.2 Unless the context otherwise requires, each reference in these Terms & Conditions to:

1.2.1 "we", "us", "our" is a reference to the Company;

1.2.2 "writing" or "written" includes, but is not limited to, letters, faxes, emails and any correspondence via the Account Management System;

1.2.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.4 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions;

1.2.6 and a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 No terms or conditions stipulated or referred to by the Client in any form whatsoever shall in any respect vary or add to these Terms and Conditions unless otherwise agreed by us in writing.

1.5 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

2. Contract Formation: The Contract is formed upon receipt by us of the Client's acceptance of the Proposal, which shall detail the entire scope of works, the placement of an order, the opening of an account via the Company's Account Management System and/or the Client's written consent to receive the services.

3. Training Services

3.1 Training Services shall be booked by the Client and shall be subject to the terms of Payment below and the cancellation provisions in clause 14.

3.2 We will allocate a trainer to the Client upon commencement of the Agreement. However, should the allocated trainer be unavailable for any reason, we will provide a suitable replacement, to be decided at our sole discretion.

3.3 The Client shall be entitled to substitute delegates without penalty, provided we are advised of this a minimum of 3 days in advance of the relevant training session. Any increase or decrease in the number of delegates may result in additional costs being levied and/or the cancellation of the training session, which will be subject to the cancellation provisions in clause 14.

3.4 Provisional bookings may be made but must be cancelled or confirmed a minimum of 30 days prior to the training date or they will be considered a firm booking and subject to the cancellation provisions in clause 14.

4. Retained HR Services

4.1 The Retained HR Services shall commence on the Commencement Date outlined in the Proposal.

4.2 With effect from the Commencement Date the Company shall, in consideration of the Fees being paid in accordance with the terms of Payment herein, provide the Services to the Client as described within the Company's written Proposal.

4.3 Notwithstanding clause 4.2 above, we shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, to meet the changing needs of the Client or which do not materially affect the nature or quality of the Services, and we shall notify the Client in any such event.

4.4 Where we have agreed to provide unlimited telephone support, such support shall be subject to a fair usage policy, whereby the Client shall be entitled to a maximum of 5 hours of telephone support per month, calculated on an average basis over the term of the contract. Time records shall be maintained by us and our decision shall be final.

4.5 Our standard response time is 24 hours, though we will endeavour to respond more quickly to urgent queries where possible.

4.6 Should the Client fail to use all of the hours for which we are contracted, they may carry over up to 7.5 hours to the following month, but may not carry over such unused time thereafter.

4.7 We may, at our discretion, provide the Client with access to our online document library. The document library is updated at our convenience, therefore, it is the Client's responsibility to seek our advice prior to using any documents therein and we accept no liability where such advice is not sought or taken, or where documents are adapted or amended by the Client. Further, we accept no liability for any periods of non-availability of the library or any of its features.

4.8 The rescheduling of any Retained HR sessions shall be subject to clause 14.3 below.

4.9 The Agreement can be terminated in accordance with clause 15 below.

5. HR Consultancy Services

5.1 The HR Consultancy Services shall commence on the Commencement Date outlined in the Proposal.

5.2 With effect from the Commencement Date the Company shall, in consideration of the Fees being paid in accordance with the terms of Payment herein, provide the Services to the Client as described within the Company's written Proposal.

5.3 Notwithstanding clause 5.2 above, we shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, to meet the changing needs of the Client or which do not materially affect the nature or quality of the Services, and we shall notify the Client in any such event.

5.4 The HR Consultancy Services are subject to the cancellation provisions in clause 14.

6. Fees

6.1 The Client agrees to pay the Fees in accordance with the terms of Payment.

6.2 With the exception of Services provided under a fixed price, our fees are calculated in minimum units of 15 minutes for all work done, and shall be rounded up to the nearest 15 minute interval.

6.3 Unless otherwise stated in writing, we shall charge to the Client our reasonable travelling time and travel expenses, accommodation, any incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.

6.4 The Client will pay the Company for any additional services (and additional expenses

incurred as a result) provided by us that are not specified in the Agreement. These additional services shall be charged in accordance with our then current, applicable daily rate in effect at the time of the performance or such other rate as may be agreed.

6.5 All sums payable by either Party pursuant to the Agreement are exclusive of any value added or other tax (except corporation tax) or other taxes on profit, for which that Party shall be additionally liable.

7. Payment

7.1 Training Services and HR Consultancy Services shall be paid for in full by the Client within 30 days of the date of the relevant invoice. At the Company's discretion, the Client may be requested to make a deposit payment prior to the services being carried out.

7.2 For Retained HR Services, the Client shall be required to sign up to the Company's direct debit payment service and payment shall be due on the 1st day of the month for that same month's services. Invoices shall be issued at the Company's discretion.

7.3 Payment of the relevant fees, as detailed in our proposal, are due in respect of all days or hours worked (or scheduled to work, but deferred or cancelled by the Client giving less than 5 working days written notice). Where the services are to be performed at the Client's premises, we will work to the Client's hours where possible. Any overtime must be authorised by the Client in writing before the services are carried out and will be charged pro rata at the fees listed in our proposal.

7.4 All payments shall be made in pounds sterling without any set-off, withholding or deduction except such amount (if any) of tax as the Client is required to deduct or withhold by law.

7.5 The time of payment shall be of the essence. If the Client fails to make any payment on the due date then we shall, without prejudice to any right which we may have pursuant to any statutory provision in force from time to time, have the right to charge the Client interest on a daily basis at an annual rate equal to the aggregate of 8% above the Bank of England base rate from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgment.

8. Company's Obligations: The Company agrees to:

8.1 Use reasonable care and skill pertaining to their profession to perform the Services.

8.2 Use all reasonable endeavours to complete its obligations under the Agreement, but time will not be of the essence in the performance of these obligations.

9. Client's Obligations: The Client agrees to:

9.1 Give the Company such information, advice and assistance relating to the services as they may reasonably require within sufficient time to enable them to perform the services in accordance with the Proposal.

9.2 Comply with all applicable Health and Safety legislation and regulations in respect of the Company and any employee of theirs, their servants or agents whilst such persons are working on the Client's premises.

9.3 Appoint a primary contact to act as the Client's representative to liaise with us in connection with the Services.

9.4 Provide the facilities required for us to carry out the services, unless specifically stated to the contrary in the Agreement.

9.5 If the Client fails to meet any of the provisions of this clause 9, without limiting our other rights or remedies, we shall:

9.5.1 have the right to suspend performance of the Services until the Client remedies the default; and

9.5.2 not be held liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from our failure or delay in performing any of our obligations as a result;

9.5.3 be entitled to claim for any costs or losses sustained or incurred by us arising directly or indirectly from the Client's default.

10. Notice and/or Lead In Period: Any notice and/or lead in period required will be agreed between the parties at the time of acceptance.

11. Delay & Abortive visits: Our price is based on being able to complete the services in the agreed number of hours or visits over the period as detailed in the Agreement. If we are prevented from continuous working through to completion, we reserve the right to recover any costs incurred by way of delay or abortive visits. In the event of a delay, we shall then require a further written notice or lead in period in accordance with clause 10 above.

12. Errors or Discrepancies: The Client shall be responsible for the accuracy of any information submitted to us. Our proposal is based on the information provided to us at the time of preparing such proposal. Should any errors or discrepancies become evident which affect our order value, we reserve the right to make any adjustments to it.

13. Variation and Amendments

13.1 We reserve the right to increase our Fee rates, provided that such charges cannot be increased more than once in any 12 month period, unless such increase is by mutual agreement or the scope of the Services changes. We will give the Client written notice of any such increase 2 months before the proposed date of the increase. If such increase is not acceptable to the Client, they shall notify us in writing within 2 weeks of the date of our notice and we shall have the right, without limiting our other rights or remedies, to terminate the Contract in accordance with clause 15.1.2 below.

13.2 If the Client wishes to vary the services to be provided, they must notify us as soon as possible. We shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client.

13.3 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the provision of the Services, we shall notify the Client immediately. We shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

13.4 Any price increase necessitated as a result of an agreed variation or amendment shall be payable in accordance with the terms for payment herein.

14. Cancellation or Rescheduling

14.1 Should the Client cancel or reschedule the Training or HR Consultancy Services, we shall be immediately entitled to payment for:

14.1.1 100% of their fees if cancellation or rescheduling takes place within 48 hours or less of the date of the training course or service delivery date

14.1.2 75% of their fees if cancellation or rescheduling takes place within 7 days or less of the date of the training course or service delivery date

14.1.3 50% of their fees if cancellation or rescheduling takes place between 8 - 14 days of the date of the training course or service delivery date

14.1.4 25% of their fees if cancellation or rescheduling takes place between 15 - 21 days of the date of the training course or service delivery date.

14.2 We also reserve the right to levy reasonable cancellation charges, including but not limited to, any administration costs, procurement costs, loss of contract and loss of profit, against the Client and these shall fall due for payment immediately.

14.3 We require a minimum of 48 hours' notice to reschedule a Retained HR session. Where such notice is not provided, we reserve the right to charge for this rescheduled session and any expenses incurred as a result. We will endeavour to reschedule the session to meet the Client's preferred date(s) and time(s), however we cannot guarantee this will be possible.

15. Termination

15.1 We shall be entitled to terminate this Agreement forthwith in the event that:

- 15.1.1 The Client has failed to pay the Fees for a period exceeding 30 days and fails or refuses to do so following the expiry of a written notice from us requesting such payment within 7 days;
- 15.1.2 We give the Client 30 days' written notice whereby there will be no continuing liability by either Party;
- 15.1.3 The Client demands services which do not form part of the Services and which are not covered by this Agreement.
- 15.2 The Client shall be entitled to terminate this Agreement in the event that:
- 15.2.1 We fail, due to no fault of the Client, to render the required Services to the Client in a timely manner and in accordance with the terms of this Agreement.
- 15.3 Either Party has the right to terminate the agreement immediately if the other:
- 15.3.1 has committed a material breach of this agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so;
- 15.3.2 ceases, or threatens to cease, to carry on business, goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation), becomes subject to an administration order (within the meaning of the Insolvency Act 1986), or a receiver is appointed in respect of the whole or any part of its assets; or
- 15.3.3 by giving 3 months' written notice of termination to the other. In the event that this notice is given by the Client, any sums payable for the remainder of the term of this Agreement must be paid to us at the same time as notice to terminate is given.
- 15.4 In the event of termination, the Company shall retain any sums already paid to it by the Client without prejudice to any other rights the Company may have whether at law or otherwise, and all payments required under this Agreement shall become due and immediately payable.
- 15.5 With the exception of payment, any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Agreement shall survive termination under this Clause 15 on a pro-rata basis.
- 16. Confidentiality**
- 16.1 Both the Company and the Client shall undertake that, except as provided by sub-Clause 16.2 or as authorised in writing by the other Party, it shall at all times during the continuance of the Agreement and for 2 years after its termination:
- 16.1.1 keep confidential all Confidential Information;
- 16.1.2 not disclose any Confidential Information to any other party;
- 16.1.3 not use any Confidential Information for any purpose other than as contemplated by the Agreement;
- 16.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 16.1.5 ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 16.1.1 to 16.1.4.
- 16.2 Subject to sub-Clause 16.3, either Party may disclose any Confidential Information to:
- 16.2.1 any of their sub-contractors or suppliers;
- 16.2.2 any governmental or other authority or regulatory body; or
- 16.2.3 any of their employees or officers or those of any party described in sub-Clauses 16.2.1 or 16.2.2;
- 16.3 Disclosure under sub-Clause 16.2 may be made only to the extent that is necessary for the purposes contemplated by the Agreement, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 16.2.2 or is an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 16.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.
- 16.5 When using or disclosing Confidential Information under sub-Clause 16.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.
- 16.6 The provisions of this Clause 16 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.
- 17. No employment:** Nothing in this Agreement shall render or be deemed to render the Company an employee or agent of the Client or the Client an employee or agent of the Company.
- 18. Insurance:** We include for Public Liability, Employers Liability and Professional Indemnity Insurance.
- 19. Assignment and Sub-Contracting:** The Client shall not be entitled to assign the benefits under the Agreement.
We may sub-contract the performance of any of our obligations under the Agreement without the prior written consent of the other Party. Where we sub-contract the performance of any of our obligations under the Agreement with the prior consent of the Client, we shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.
- 20. Documentation:** We include for any documentation to be submitted in our normal standard format only. If additional copies or specific requirements are needed, we reserve the right to apply additional charges. We shall retain title to the documentation until all payments as detailed above have been paid in full.
- 21. Literature and Representations:** Any marketing literature of the Company's is presented in good faith as a guide to represent the services offered and does not form a part of the Agreement.
No employees or agents of the Company are authorised to make any representation concerning the service unless confirmed by us in writing. In entering into the Agreement the Client acknowledges that it does not rely on and waives any claim for breach of any such representations, which are not so confirmed.
- 22. Liability and Indemnity**
- 22.1 It is the Company's and Client's obligation to abide by current UK employment legislation. The Company will provide, to the best of their knowledge, advice, guidance and best practice within the realms of current UK employment legislation based on the information provided by the Client. Where we have good reason to believe that our professional advice is not being followed, we shall take reasonable steps to ensure that any Client overruling or neglecting our advice is formally made aware of the potential adverse consequences which may result. We, our employees, servants or agents shall not be liable for any consequences should our professional advice not be taken.
- 22.2 We, our employees, servants or agents shall not be liable for any adverse consequences where the Client has withheld information necessary for us to provide professional advice.
- 22.3 It is imperative that we are kept informed of any changes within the business that may or may not have an effect on the Client's HR requirements, legal or otherwise. Should this information not be forthcoming from the Client, or our requests for information not be responded to by the Client, we shall have no liability whatsoever for any effects on the Client's business' HR requirements for which we have not been made aware or had no response to requests and have the right to terminate the contract forthwith without any financial or other liability to us whatsoever.
- 22.4 Except in respect of death or personal injury caused by our negligence, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) in connection with the performance of its obligations under the Agreement.
- 22.5 The Client shall indemnify us against all damages, costs, claims and expenses suffered by us arising from loss or damage to any equipment (including that of third parties) caused by the Client, or his agents or employees.
- 22.6 In the event of a breach by us of our express obligations under these Terms and Conditions, the remedies of the Client will be limited to damages, which in any event, shall not exceed the fees and expenses paid by the Client for the Services.
- 22.7 Any property including both hardware and software supplied to us by or on behalf of the Client shall be held and worked upon by us at the Client's risk. We shall not be liable for any loss or damage to any such property.
- 23. Restrictive Covenants:** Neither the Company nor the Client will during the term of the Agreement and for a period of 2 years from the expiry of this Agreement, without the other's prior written consent, appoint in any way or cause to be employed, engaged or appointed an employee, agent, director, consultant or independent contractor of the other. Whilst the above restrictions are considered by the parties to be reasonable in all the circumstances, it is agreed that if, taken together they are adjudged to go beyond what is reasonable in all the circumstances for the Company's protection but would be judged reasonable if part or parts of the wording of them were deleted or its period reduced or an area defined they shall apply with such words deleted or with such modifications as may be necessary to make it valid and effective.
- 24. Force Majeure:** Neither Party shall be liable for any failure or delay in performing their obligations under the Agreement where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Company failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 25. Copyright:** We reserve all copyright and any other rights (if any) which may subsist in the provision of the Services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.
We will grant a non-exclusive licence to the Client to copy any materials provided by us as part of work wholly commissioned by the Client provided that distribution of any such copies is exclusively within the Client's organisation, and where a branch of the Client's organisation is specified in the Agreement, this non-exclusive licence shall be granted solely to the branch specified therein. The Client agrees not to use any such materials for training purposes without our consent. We shall not be responsible for updating the content of any materials provided to the Client to take account of events or changes in the law that take place after such materials are provided to the Client. We shall have no liability for advice given or documents prepared in relation to the Contract if they are used or relied upon in any other context.
The Client warrants that any document or instruction furnished or given by them shall not cause us to infringe any letter patent, registered design or trade mark in the execution of these services and shall indemnify them against all loss, damages, costs and expenses awarded against or incurred by them in settlement of any such claim for infringement which results from our use of the Client's information.
- 26. No Waiver:** No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 27. Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and the Agreement, as appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.
- 28. Notices:** All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice. Notices shall be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or on the tenth business day following mailing, if mailed by airmail, postage prepaid. In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.
- 28.1 Service of any document for the purposes of any legal proceedings concerning or arising out of the Agreement shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing from time to time.
- 29. Third party rights:** A person who is not a party to the Contract shall have no rights under or in connection with it.
- 30. Data Protection:** Both parties agree to comply with all applicable data protection legislation, including but not limited to the Data Protection Act 1998 and any subsequent amendments thereto.
- 31. Complaints And Dispute Resolution**
- 31.1 Any complaints must be made in writing to the Company within 28 days. We will endeavour to resolve all disputes amicably and professionally within 14 working days. Should the dispute take longer, we will notify the Client accordingly.
- 31.2 The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, who have the authority to settle the same.
- 31.3 During the resolution process, the Client must give the Company the opportunity to investigate the complaint before corresponding with any other party, including discussions online or on social media sites. Breach of this clause 31.3 will include a breach of the terms applying to this process and as a result the resolution process will be put on hold. In these circumstances, the Company will have the ability to place the Services on hold pending further action.
- 31.4 Any complaints that cannot be resolved with our in-house complaints procedure may be covered by the Chartered Institute of Personnel and Developments (CIPD) Code of Investigation. This should only be used if the above internal procedures and negotiations have been exhausted. Further information is available on the CIPD website.
- 31.5 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 31 shall be final and binding on both Parties.
- 32. Law and Jurisdiction:** These Terms & Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the laws of England & Wales.
- 32.1 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.