

These Terms and Conditions shall apply to the provision of Services by Gateway HR & Training Ltd, a company registered in England and Wales under company number 05782843, of 4 Brisbane House, CorbyGate Business Park, Corby, Northants, NN17 5JG, hereinafter called the "Company" to the Client, as identified in the 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;
  - "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 or Online Documentation Service and/or the Client's written consent to receive the Services, and includes the acceptance of these Terms and Conditions;
  - 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;
  - "Services" means the Training (which by definition includes any training, coaching and mentoring services), Retained HR, Online Documentation, HR Consultancy and/or any other services to be provided by the Company to the Client in accordance with the Proposal;
  - "Website" means [www.gatewayhr.co.uk](http://www.gatewayhr.co.uk) and [www.gatewayhr.com](http://www.gatewayhr.com).
- 1.1 Unless the context otherwise requires, each reference in these Terms & Conditions to:
  - 1.1.1 "we", "us", "our" is a reference to the Company and includes our employees and agents;
  - 1.1.2 "hours" or "days" is a reference to working hours or days;
  - 1.1.3 "writing" or "written" includes, but is not limited to, letters, emails and any correspondence via the Account Management System;
  - 1.1.4 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;
  - 1.1.5 "these Terms and Conditions" is a reference to these Terms and Conditions;
  - 1.1.6 a clause is a reference to a clause of these Terms & Conditions;
  - 1.1.7 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation. Words imparting the singular number shall include the plural and vice versa. References to any gender shall include all other and neutral genders. References to persons shall include corporations.
- 1.3 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.
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, via the placement of an order, the opening of an account via the Company's Account Management System or Online Documentation Service 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 15.
  - 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 15.
  - 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 15.
  - 3.5 Where we have designed training, this will be set out in the Proposal. If you cancel the training, you will remain liable to pay for the design fees in addition to any other cancellation costs as set out in clause 15.
  - 3.6 We offer registered centre training services and may require payment in full, at the time of making the booking. In any event, no certification will be provided until such time as we have received payment in full for our Services. Replacement certificates will be chargeable. Trainees are required to attend on time for each session and if they are late, we reserve the right to refuse entry. Trainees are required to attend all sessions in order to obtain the relevant certification,

- which is subject to a minimum number of classroom hours. We will charge for reassessment if a trainee fails any assignment more than the number of submissions as permitted by the awarding body. We reserve the right to refuse to continue working with any trainee whose conduct is abusive, inappropriate or disruptive. In the event a trainee misses or fails to attend any session, or is refused entry, no refund or reduction in fees will be given and we will pass on any costs we may have incurred as a result.
- 3.7 Where we provide training at our premises, trainees are responsible for their own safety at all times. Please note training will be provided on the first floor and provisions should be made for access. Should any trainee have any particular dietary requirements, please notify us as soon as possible to enable us to make arrangements.
- 4. **Retained HR Services**
  - 4.1 The Retained HR Services shall commence on the commencement date outlined in the Proposal and shall continue on a rolling 3 month basis until terminated in accordance with clause 16.
  - 4.2 With effect from the commencement date, we shall, in consideration of the fees being paid in accordance with our terms of payment herein, provide the Services to the Client as described within our 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, or their maximum number of monthly allocated hours, whichever is the lesser, but may not carry over such unused time thereafter.
  - 4.7 We may, at our discretion, provide the Client with access to our Online Documentation Service, subject to the provisions in clause 23.4 below.
  - 4.8 The rescheduling of any Retained HR sessions shall be subject to clause 15.3 below.
  - 4.9 The Agreement can be terminated in accordance with clause 16 below.
- 5. **HR Consultancy Services**
  - 5.1 The HR Consultancy Services shall commence on the commencement date outlined in the Proposal and shall continue on a rolling 3 month basis until terminated in accordance with clause 16.
  - 5.2 With effect from the commencement date, we shall, in consideration of the fees being paid in accordance with our terms of payment herein, provide the Services to the Client as described within our 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 15.
- 6. **Online Documentation Service**
  - 6.1 The Client will be required to create an account in order to activate the Online Documentation Service. The Client represents and warrants that all information submitted is accurate and truthful, the Client has permission to submit payment information where permission may be required, and the Client will keep their account details accurate and up-to-date.
  - 6.2 Sharing of accounts is not permitted unless we expressly authorise it in writing. The Client is required to keep all account details confidential and must not reveal any usernames or passwords to anyone.
  - 6.3 The Client is required to use all reasonable endeavours to prevent any unauthorised access to, or use of, their account and in the event of any such unauthorised access or use, must promptly notify us in writing.
  - 6.4 The Client must not submit content that is unlawful or otherwise objectionable. Any failure to do so could result in the suspension and/or deletion of the account.
  - 6.5 Payment for use of the Online Documentation Service is as detailed in clause 8.2 below. The subscription will be automatically renewed each year using the same payment method, subject to these same terms and conditions, unless the Agreement is terminated in accordance with clause 16.2.3. We reserve the right to alter our subscription fees from time to time and this may affect any renewals.
  - 6.6 Payment for one-off or ad hoc access to the Online Documentation

Service shall be as detailed in clause 8.3 below.

- 6.7 Access to and use of our Online Documentation Service is strictly subject to the copyright provisions in clause 26.
- 6.8 Provision of the Online Documentation Service shall commence immediately upon our receipt of payment in accordance with clause 8.2. Therefore, the Client may terminate at any time after subscribing, however, no refunds will be provided and the Client will continue to have access to the Online Documentation Service up until the renewal date where applicable, whereupon access will cease unless the Client chooses to reactivate the subscription.

**7. Fees**

- 7.1 The Client agrees to pay the fees in accordance with these terms of payment.
- 7.2 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.
- 7.3 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 Services.
- 7.4 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.
- 7.5 All sums payable by either Party are exclusive of any VAT or other taxes on profit (except corporation tax), for which that Party shall be additionally liable.

**8. Payment**

- 8.1 Training Services and HR Consultancy Services shall be paid in full by the Client within 30 days of the date of the relevant invoice. At our discretion, the Client may be requested to make a deposit payment prior to the Services being carried out, and for registered centre training, we may request payment in full at the time of booking, in accordance with clause 3.6.
- 8.2 Payment for ongoing access to the Online Documentation Service must be paid for in full, annually in advance.
- 8.3 Payment for one-off access to the Online Documentation Service shall be due in full at the time of download.
- 8.4 All payments made via our Website will go through an online payment gateway provider. No credit or debit card information is provided to us and completion of the transaction will be subject to the Client agreeing to this payment gateway's terms and conditions. A separate contractual relationship is created between the Client and the payment gateway provider and we cannot be held liable for any errors, actions, omissions, or incorrect charges that may be made by such third party.
- 8.5 For Retained "Peace of Mind" 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 1<sup>st</sup> day of the month for that same month's Services. Invoices shall be issued at the Company's discretion.
- 8.6 For our standard Retained HR Services, we will invoice the Client at the start of each month, and payment shall be due within 30 days from the date of invoice.
- 8.7 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. In the absence of a formal proposal, a fee of up to £105 per hour will be charged for any ad-hoc work carried out.
- 8.8 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.
- 8.9 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 the overdue sum, calculated on a daily basis at a rate of 8% per annum above the Bank of England base rate and any costs we have occurred in recovering any monies owed. Such interest shall be calculated cumulatively and shall run from day to day and accrue after as well as before any judgment.
- 8.10 If the client fails to make payment within the contacted time, then overdue debts will be passed to a third party collections agency. The client will be liable for any additional collection charges incurred by such agencies.

**9. Company's Obligations: We agree to:**

- 9.1 Use reasonable care and skill pertaining to our profession to perform the Services.
- 9.2 Use all reasonable endeavours to complete our obligations under the Agreement, but time will not be of the essence in the performance of

these obligations.

**10. Client's Obligations: The Client agrees to:**

- 10.1 Give us such information, advice and assistance relating to the Services as we may reasonably require within sufficient time to enable us to perform the Services in accordance with the Proposal.
- 10.2 Comply with all applicable Health and Safety legislation and regulations whilst any employee of ours, our servants or agents are working on the Client's premises.
- 10.3 Appoint a primary contact to act as the Client's representative to liaise with us in connection with the Services.
- 10.4 Provide the facilities required for us to carry out the Services, unless specifically stated to the contrary in the Agreement.
- 10.5 Notify us of any discrepancies in any documentation we have provided no later than 28 days from the date such documentation was sent to the Client. Any changes required to the documentation after this time will be chargeable.
- 10.6 Respond to urgent HR communication requests from us within 24 hours or sooner if specified.
- 10.7 If the Client fails to meet any of the provisions of this clause 10, without limiting our other rights or remedies, we shall: have the right to suspend performance of the Services until the Client remedies the default; 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; and be entitled to claim for any costs or losses sustained or incurred by us arising directly or indirectly from the Client's default.

**11. 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.

**12. 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 require a further written notice or lead in period in accordance with clause 11.

**13. 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.

**14. Variation and Amendments**

- 14.1 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 16.1.2 below.
- 14.2 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.
- 14.3 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to 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.
- 14.4 Any price increase necessitated as a result of an agreed variation or amendment shall be payable in accordance with our payment terms above.

**15. Cancellation or Rescheduling**

- 15.1 Should the Client cancel or reschedule a 'non public' Training session or HR Consultancy Services, we shall be immediately entitled to payment for:
  - 15.1.1 100% of our fees if cancellation or rescheduling takes place within 48 hours or less of the date of the training course or service delivery date
  - 15.1.2 75% of our fees if cancellation or rescheduling takes place within 7 days or less of the date of the training course or service delivery date
  - 15.1.3 50% of our fees if cancellation or rescheduling takes place between 8 - 14 days of the date of the training course or service delivery date
  - 15.1.4 25% of our fees if cancellation or rescheduling takes place between 15 - 21 days of the date of the training course or service delivery date.
- 15.2 Should the Client cancel a seminar, 'public' training course place, webinar or event; no refunds will be given. The client can transfer the booking to another individual within their organisation providing at least 48 hours written notice is given.

- 15.3 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.
- 15.4 In the event of cancellation of any of our Services, we 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. We will also charge for any pre-booked travel, accommodation, meeting room and other costs we may have incurred. All such sums shall fall due for payment immediately.
- 15.5 If we have to cancel a Training, HR Consultancy, Retained HR or other session for any reason, we will give as much notice as possible, and will reschedule such session to another agreed date.
- 16. Termination**
- 16.1 We shall be entitled to terminate this Agreement forthwith in the event that:
- 16.1.1 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;
- 16.1.2 We give the Client 30 days' written notice whereby there will be no continuing liability by either Party;
- 16.1.3 The Client demands services which do not form part of the Services and which are not covered by this Agreement;
- 16.1.4 the Client fails to comply with the provisions of clause 23.1.
- 16.2 The Client shall be entitled to terminate this Agreement:
- 16.2.1 In the event that we fail, due to no fault of the Client, to render the Services to the Client in a timely manner and in accordance with the terms of this Agreement.
- 16.2.2 by giving us 3 months' written notice of termination. In this event, 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.
- 16.2.3 for the Online Documentation Service only, by giving us 28 days' written notice of termination prior to the automatic renewal date.
- 16.3 Either Party has the right to terminate the Agreement immediately if the other:
- 16.3.1 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;
- 16.3.2 or 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 either Party reasonably believes that this is likely to occur.
- 16.4 In the event of termination, we shall retain any sums already paid to us by the Client without prejudice to any other rights we may have whether at law or otherwise, and all payments required under this Agreement shall become due and immediately payable.
- 16.5 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 16 on a pro-rata basis.
- 17. Confidentiality**
- 17.1 Both Parties shall undertake that, except as provided by clause 17.2 or as authorised in writing by the other Party, they shall at all times during the continuance of the Agreement and for 2 years after its termination: keep confidential all confidential information; not disclose any confidential information to any other party; not use any confidential information for any purpose other than as contemplated by the Agreement; not make any copies of, record in any way or part with possession of any confidential information; and ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of these provisions.
- 17.2 Subject to clause 17.1, either Party may disclose any confidential information to: any of their sub-contractors or suppliers; any governmental or other authority or regulatory body; or any of their employees or officers or those of any party described herein.
- 17.3 Disclosure under clause 17.2 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 governmental or other authority or regulatory body or an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other a written undertaking from the recipient to keep the confidential information confidential and to use it only for the purposes for which disclosure is made.
- 17.4 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. When using or disclosing confidential information under this clause 17.4, the disclosing Party must ensure that it does not disclose any part of that confidential information which is not public knowledge.
- 17.5 The provisions of this clause 17 shall continue in force in accordance with its terms, notwithstanding the termination of the Agreement for any reason.
- 18. No employment:** Nothing in this Agreement shall render or be deemed to render us an employee or agent of the Client or the Client an employee or agent of ours.
- 19. Insurance:** We include for Public Liability, Employers Liability and Professional Indemnity Insurance.
- 20. 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. However, we shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.
- 21. Documentation**
- 21.1 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.
- 21.2 Any documentation discrepancies must be received within 28 days of initial receipt. Outside of this, amendments will be charged at our normal hourly rate.
- 21.3 If we have provided you with documentation, we cannot be held responsible for any changes you (or a third party not authorised by us) make to that documentation or for any consequences that may arise as a result of the changes.
- 22. Literature and Representations:** Any marketing literature of ours is presented in good faith as a guide to represent the services offered and does not form a part of the Agreement. None of our employees or agents 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.
- 23. Liability and Indemnity**
- 23.1 It is both our and Client's obligation to abide by current UK employment and other relevant legislation. We will provide, to the best of our 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 reasonable grounds to believe that our professional advice or applicable legislation 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 shall not be liable for any consequences should our professional advice not be taken and may terminate the Agreement in accordance with clause 16.1.4.
- 23.2 We shall not be liable for any adverse consequences where the Client has withheld information necessary for us to provide professional advice, or has provided us with incorrect or misleading information.
- 23.3 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.
- 23.4 The Online Documentation Service 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 Online Documentation Service or any of its features.
- 23.5 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 our obligations under the Agreement.
- 23.6 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.
- 23.7 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.
- 23.8 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.
- 24. Restrictive Covenants:** Neither we 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 our 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.
- 25. 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.
- 26. Copyright**
- 26.1 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.
- 26.2 We will grant a non-exclusive licence to the Client to copy any documents or 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.
- 26.3 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.
- 27. 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.
- 28. 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.
- 29. Notices**
- 29.1 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 sent by courier or other messenger (including registered mail) during normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; 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 or email address notified to the other Party.
- 29.2 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.
- 30. Third party rights:** A person who is not a party to the Agreement shall have no rights under or in connection with it.
- 31. Data Protection**
- 31.1 Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018, the General Data Protection Regulation 2016/679 and any subsequent amendments thereto.
- 31.2 If you provide us with, or allow us access to, the personal data of any other person (for example, your employees' details), it is your responsibility to obtain permission from those persons to pass their data to us, as a third party. We will only use that data to provide our Services and will not use it for any other purpose.
- 31.3 Please note that we cannot book you onto accredited training or provide you with certification if you do not provide your basic contact details. All such data shall be controlled by the training body - full details of how your data will be used is available in our privacy policy on our website.
- 32. Complaints And Dispute Resolution**
- 32.1 Any complaints must be made in writing to us 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.
- 32.2 The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties, who have the authority to settle the same.
- 32.3 During the resolution process, the Client must give us the opportunity to investigate the complaint before corresponding with any other party, including discussions online or on social media sites. Breach of this clause 32.3 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, we may place the Services on hold pending further action.
- 32.4 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. Further information is available on the CIPD website.
- 32.5 Where we have delivered training that is accredited by an external body, the Client shall follow the training body's complaints procedures and policies if necessary.
- 32.6 The procedures in clauses 32.4 and 32.5 should only be used if our internal procedures and negotiations have been exhausted.
- 32.7 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this clause 32 shall be final and binding on both Parties.
- 33. Updating these Terms and Conditions:** We may revise these Terms and Conditions from time to time. In this event, we will issue the updated version to the Client in writing. Unless we receive queries or comments from the Client within 14 days from the date of issue, the Client will be deemed to have accepted the updated Terms and Conditions, which shall then apply between us and the Client.
- 34. Law and Jurisdiction**
- 34.1 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.
- 34.2 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.