



TERMS AND CONDITIONS FOR THE
PROVISION OF TRAINING



YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 8 (LIMITATION OF LIABILITY).

1. INTERPRETATION

1.1 Definitions:

BDT	Betsy de Thierry Limited, a company registered in England and Wales at Manchester House High Street, Stalbridge, Sturminster Newton, Dorset, DT10 2LL with company number 09133466.
Booking Form	the description or Booking Form of the Services provided in writing by BDT to the Client.
Business Day	a day other than a Sunday or public holiday in England, when banks in London are open for business.
Business Hours	09:00 to 17:30 on any Business Day.
Charges	the charges payable by the Client for the supply of the Services in accordance with clause 5 (Charges and payment) and as stipulated in the Booking Form (and as updated from time to time).
Commencement Date	has the meaning given in clause 2.1.
Conditions	these terms and conditions as amended from time to time in accordance with clause 11.4.
Contract	the contract between BDT and the Client for the supply of Services in accordance with these Conditions.
Client	the person or firm who purchases Services from BDT.
Intellectual Property Rights	rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Materials	all information, documents, plans and other items provided to the Client which form part of or relate to the Services.
Services	the services supplied by BDT to the Client as set out in the Booking Form.

1.2 A reference to a statute or statutory provision is a reference to it as it is in force on the Commencement Date.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A reference to **writing** or **written** includes email but not fax.

2. BASIS OF CONTRACT

2.1 The Contract shall come into existence when BDT agrees to the Client to provide the Services (Commencement Date).

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

3. SUPPLY OF SERVICES

3.1 BDT shall supply the Services to the Client in accordance with the Booking Form in all material respects.

3.2 BDT reserves the right to amend the Booking Form if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and BDT shall notify the Client in any such event.

3.3 BDT warrants to the Client that the Services will be provided using reasonable care and skill.

3.4 BDT shall provide and use its own equipment in the provision of the Services except where the Client has provided specific equipment for the provision of some or all of the Services and the same is noted in the Booking Form.

3.5 BDT shall provide the required Materials for the provision of the Services.

4. CLIENT'S OBLIGATIONS

4.1 The Client shall:

4.1.1 ensure that any information it provides to BDT is complete and accurate;

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

4.1.3 keep all Materials, equipment, documents and other property of BDT at the Client's premises in safe custody at its own risk and not dispose of or use the property of BDT other than in accordance with BDT's written instructions or authorisation;

4.1.4 not replicate, disseminate or use the Materials for any other purpose than that as set out by BDT in the Booking Form and/or during the provision of the Service; and

4.1.5 comply with any additional obligations as set out in the Booking Form.

5. CHARGES AND PAYMENT

- 5.1 The Charges for the Services shall be calculated on a time and materials basis and the Charges shall be calculated in accordance with BDT's fee rates, as set out in the Booking Form.
- 5.2 The Client shall pay each invoice submitted by BDT:
- 5.2.1 within 7 days of the date of the invoice; and
- 5.2.2 in full and in cleared funds to a bank account nominated in writing by BDT.
- 5.3 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).
- 5.4 If the Client fails to make a payment due to BDT under the Contract by the due date, then, without limiting BDT's other remedies, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 5.5 Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by BDT.
- 6.2 Where Intellectual Property Rights cannot or have not been assigned to BDT in accordance with clause 6.1, the Client grants to BDT a royalty free, perpetual, worldwide, non-exclusive, licence to the Client's Intellectual Property Rights which may arise during the course of the Services.
- 6.3 BDT grant the Client a non-exclusive licence to BDT's Intellectual Property Rights for the duration and sole purpose of receiving the Services.
- 6.4 For the avoidance of doubt, the Contract does not grant the Client any right to use BDT's Intellectual Property Rights for purposes other than receiving the Services, including, but not limited to, the provision of training, education or support services.

7. CONFIDENTIALITY

- 7.1 The Client undertakes that it shall not at any time during the Contract, and for a period of three years after termination or expiry of the Contract, disclose to any person any confidential information concerning the events, experiences, proprietary techniques, business, affairs or clients of BDT except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. The Booking Form and Materials are confidential information.

- 7.2 The Client shall not use BDT's confidential information for any purpose other than to receive the Services.
- 7.3 BDT may inform third parties that it is has provided the Services to the Client.
- 7.4 Any names, events, or situations referred to by BDT during the provision of Services are purely fictitious. Any similarity to actual persons, events or situations is purely coincidental.

8. LIMITATION OF LIABILITY

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 8.1 Nothing in the Contract shall limit or exclude BDT's liability for:
- 8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 8.1.2 fraud or fraudulent misrepresentation; or
 - 8.1.3 any other liability which cannot be limited or excluded by applicable law.
- 8.2 Subject to clause 8.1, BDT shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for any indirect or consequential loss, including but not limited to loss of profits, sales or business, agreements or contracts, anticipated savings, use or corruption of software, data or information, and damage to goodwill.
- 8.3 Subject to clauses 8.1 and 8.2, BDT's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 100% of the total Charges paid under the Contract.
- 8.4 This clause 8 shall survive termination of the Contract.

9. TERMINATION

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.1.1 the other party commits a breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing to do so;
 - 9.1.2 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.2 Without affecting any other right or remedy available to it, BDT may terminate the Contract with immediate effect by giving written notice to the Client if:
- 9.2.1 the Client fails to pay any amount due under the Contract on the due date for payment; or
 - 9.2.2 there is a change of control of the Client.

10. CONSEQUENCES OF TERMINATION

10.1 On termination of the Contract:

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

10.1.2 the Client shall return any and all property of BDT held by or at the premises of the Client. If the Client fails to do so, then BDT may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose.

10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, 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.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. GENERAL

11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 **Assignment.** BDT may assign or sub-contract any of its obligations under this Contract and shall notify the Client of the same.

11.3 Entire agreement.

11.3.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

11.4 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or

partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

- 11.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.7 **Notices.**

- 11.7.1 A notice given to a party under or in connection with these Conditions shall be in writing and sent to the party at the address given in this Agreement or as otherwise notified in writing to the other party.

- 11.7.2 The following table sets out methods by which a notice may be sent and its corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand or courier.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class post or other next working day delivery service providing proof of postage.	Midday on the second Business Day after posting or at the time recorded by the delivery service – whichever is earlier.
Email.	At the time of transmission if during Business Hours, otherwise at 10:00 on the next Business Day after transmission.

- 11.7.3 This clause 11.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 11.8 **Third party rights.** A person who is not a party to this Contract shall not have any rights under or in connection with it.

- 11.9 **Governing law & Jurisdiction.** The validity, construction and performance of the Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Client and Supplier submit.