

# Terms and Conditions for the Supply of Training Services

## 1. Introductory

- 1.1. Quest for Success Ltd agrees to provide and the Customer to take and pay for the training courses and / or facilities supplied under this Agreement. The terms and conditions of this Agreement apply to:
  - 1.1.1. Individual standard of bespoke courses at Quest for Success Ltd at the Customer's premises.
  - 1.1.2. Courses provided under an annual contract with Quest for Success Ltd.
- 1.2. All Charges quoted by Quest for Success Ltd are valid for a period of ninety (90) days unless otherwise specified.

## 2. Course Bookings

- 2.1. No provisional course places may be held on courses. To secure a place on a course and release pre-course study materials, the Customer agrees that cleared funds must have been received by Quest for Success Ltd. Quest for Success Ltd reserves the right to refuse attendance to the course in the event that payment has not cleared or has bounced. The Customer may not substitute personnel attending the course prior to commencement of the course unless specific permission has been granted by Quest for Success Ltd.
- 2.2. The description and date and charges for the course are as set out on the website and in information provided to the Customer on enquiry. Quest for Success Ltd reserves the right to improve the specification and format of its courses for the benefit of its Customers without notice to the Customer.
- 2.3. The course will be given at the confirmed venue with the Customer. Quest for Success Ltd reserves the right to nominate a reasonable alternative venue and will advise the Customer of this.
- 2.4. Quest for Success Ltd reserves the right to cancel or reschedule any course if the number of attendees is insufficient to justify running the course, or if Quest for Success Ltd is prevented from doing so by events beyond its reasonable control, including in particular, but not limited to, illness of lecturing staff.
- 2.5. In the event that Quest for Success Ltd is obliged to cancel or reschedule any course under the provisions of clause 2.4 Quest for Success Ltd will notify the Customer forthwith. Quest for Success Ltd will in addition, refund in full all monies paid by the Customer (except the non-refundable £500 deposit payment which covers the cost of the pre-course study materials see clause 7), or at the Customer's option apply the monies to a re-scheduled or alternative course. Quest for Success Ltd accepts no liability for travel, subsistence, accommodation or incidental costs incurred by the Customer in the event that any course is cancelled or rescheduled.

## 3. Periodic Contract

- 3.1. The Customer may, in consultation with Quest for Success Ltd and subject to availability and to the provisions of clause 2.4, register any number of its employees on any training courses given during the said specified period. The Customer will, if requested, provide Quest for Success Ltd at the time of registration, with its official purchasing number which Quest for Success Ltd will quote on the invoice.
- 3.2. In consideration of the Customer agreeing to take and pay for the agreed number of course places, Quest for Success Ltd shall extend a discount to the Customer on its normal charges for courses in accordance with its then standard commercial policy, based on the number of course places selected by the Customer.
- 3.3. At the end of each annual period, Quest for Success Ltd will perform a reconciliation of the Customer's account, and the discount level will be adjusted to reflect the actual number of course places taken by the Customer. Quest for Success Ltd will invoice the Customer for any excess discount taken by the Customer over that permitted for the number of course places actually taken by the Customer. If the Customer is entitled to receive further discount, Quest for Success Ltd will apply a credit to the Customer's account.
- 3.4. Contracts for consequential years will be negotiated by Quest for Success Ltd and the Customer on or prior to the expiry of each periodic contract.
- 3.5. The Customer agrees to comply with the provisions of clause 2 for all courses to be taken under each periodic contract, and charges will be levied in accordance with clause 6.
- 3.6. No places will be secured nor will pre-course study materials be despatched until the client has paid the relevant invoice for the training.

## 4. Courses at Customer Premises

- 4.1. By prior arrangement with Quest for Success Ltd, and subject to the provisions of this clause, Quest for Success Ltd agrees that it will provide specified training course(s) to the Customer at the Customer's premises for the charges set out in this Agreement. Quest for Success Ltd reserves the right to increase the charges in the event that the normal course day is extended owing to reasons beyond Quest for Success Ltd control, or by specific requests from the Customer, incurring substantial and unexpected expense to Quest for Success Ltd.

- 4.2. The Customer shall be responsible for the provision of a suitable and secure training room at the Customer's premises for the duration of the course, (the specifications of which will be agreed with Quest for Success Ltd prior to the course being given) together with all heating, lighting and a suitable electricity supply and power outlets, at no cost to Quest for Success Ltd. The Customer undertakes not to change the room. Quest for Success Ltd will provide an instructor, course materials, audio visual and appropriate computer equipment. If requested by Quest for Success Ltd, the customer agrees to make the training room available to Quest for Success Ltd in advance of the course being given for the installation of computer and other equipment.

- 4.3. The customer will indemnify Quest for Success Ltd against any loss of or damage to the equipment and/or injury or death to its employees or agents arising out of its use of the equipment under the provision of this clause save where the same is caused by the negligence of Quest for Success Ltd.

## 5. Bespoke Courses

- 5.1. The Customer may request Quest for Success Ltd to develop a new course or modify an existing course specifically to the Customer requirements.
- 5.2. If such request is accepted by Quest for Success Ltd:
  - 5.1.1. The Customer will analyse and determine its requirements for the course.
  - 5.1.2. The Customer and Quest for Success Ltd will jointly prepare and agree the specification for the course, including but not limited to the content of the course, and course notes, the depth to which the content is to be covered, the time to be allocated to each subject, the number of days over which the course is to be given, and the type and skill level of the Customer personnel who will undertake the course. The Customer will confirm the foregoing matters in writing to Quest for Success Ltd or by signing and returning the proposal to Quest for Success Ltd prior to any development work being carried out.
- 5.3. If the Customer wishes to modify a standard course, Quest for Success Ltd will provide details of the subjects covered within the said course.
- 5.4. In consideration of carrying out the development or modification work on the course, the Customer agrees to pay Quest for Success Ltd the standard daily course development charges. Any estimate of the amount of time necessary to develop the course shall be given by Quest for Success Ltd in good faith but shall not be binding on Quest for Success Ltd. All charges for bespoke work are due and payable to Quest for Success Ltd upon completion of the development work, whether or not the course is given by Quest for Success Ltd, and the Customer agrees to pay Quest for Success Ltd invoice pursuant to clause 6.4.
- 5.5. The Customer may request Quest for Success Ltd to vary the extent or content of the course either during or after development. All such requests will be in writing. Quest for Success Ltd shall not unreasonably refuse to carry out such variation. The Customer agrees to Quest for Success Ltd standard daily course development charges for any variations carried out by Quest for Success Ltd on the same basis as clause 5.4. No work shall commence until such variation and any consequential amendments have been recorded in writing.
- 5.6. If the course is consequentially given by Quest for Success Ltd, the provisions of clause 6.3 of this Agreement will apply. Clause 4 will apply to bespoke courses given on the Customer's premises.

## 6. Payment

- 6.1. Quest for Success Ltd reserves the right to specify that payment for courses shall be made to Quest for Success Ltd in full prior to commencement of the course. The Customer is advised that the Customer's employees will not be permitted to attend the course unless payment has been received by Quest for Success Ltd. Payment may be made by Purchase Order, Cheque, Bank Transfer or Credit Card.
- 6.2. For periodic contracts, Quest for Success Ltd will invoice the Customer monthly in advance for the number of course places requested by the Customer.
- 6.3. For bespoke courses supplied pursuant to clause 5, Quest for Success Ltd will invoice the Customer firstly when the bespoke development work has been completed and secondly, when the course has been given by Quest for Success Ltd.
- 6.4. If not prepaid, all charges including any cancellation charges and charges due under clause 3.3 will be paid within thirty (30) days of date of invoice.
- 6.5. If the Customer fails to make any payment when due, Quest for Success Ltd reserves the right to levy a late payment charge calculated at the rate of 5% per month compound applicable after as well as before any judgment on the unpaid amount or part thereof. If the Customer consistently fails to pay monthly invoices for periodic contracts, Quest for Success Ltd reserves the right, without prejudice to any other remedies it may have, forthwith to terminate the periodic contract.
- 6.6. All pre-payments or vouchers for courses must be used within one (1) calendar year of receipt by Quest for Success Ltd or Customer. They cannot be used to purchase courses after this period.

## 7. Cancellation/Transfers

- 7.1 If the Customer cancels:
- 7.1.1. The attendance of any employee on any course.
  - 7.1.2. Any course due to take place at the Customer's premises under clause 4 less than (30) working days prior to the commencement date of the course or the employees fails to attend the whole or part of the course for any reason, or if cancellation is not confirmed in writing within the said (30) working day period, then Quest for Success Ltd will not refund any fees and will invoice the Customer for any expenses incurred and the Customer agrees to pay the same within thirty (30) days of receipt of Quest for Success Ltd invoice.
- 7.2. For periodic contracts, the Customer may cancel attendance of one or more of its employees at any course up to thirty (30) working days prior to the day of commencement of the course. No charge will be made for such cancellation, and the number of course places cancelled can be transferred free of charge to a later date.
- 7.3. If less than thirty (30) working days notice is given, the Customer will pay £500 for each course place.
- 7.4. If a member of the public cancels a place on a Public NLP course the following will apply:
- 7.4.1 Pre-course materials that have been issued cannot be refunded under any circumstance.
  - 7.4.2 Cancellation within twenty-one (21) days of the start of the course – there will be no refund of any fees paid.
  - 7.4.3 Cancellation within twenty-one to sixty (21-60) days of start of course – refund of fee paid less £500 non-refundable deposit which covers the course materials which the customer may keep, less expenses incurred by Quest for Success Ltd (admin time; courier charges; credit card charges where applicable)
  - 7.4.4 Cancellation sixty (60) days plus from start of course – full refund of fees paid less £500 non-refundable deposit which covers the pre-course materials which the customer may keep, less expenses incurred by Quest for Success Ltd (admin time; courier charges; credit card charges where applicable)
- 7.5 If a client wishes to transfer to another course within 30 days of the start date of the course on which they were originally booked then a transfer fee of £500 must be paid. Only one transfer will be allowed per client. If the original course has been booked at a special offer rate then the client must pay the difference between the normal full rate and the special offer rate (**i.e. you cannot transfer a special offer rate course within 30 days of the course without paying the full rate**).

## 8. Warranty and Limitation of Liability

- 8.1. The courses are provided under this Agreement at the Customer's request. The Customer accepts that they are responsible for verifying that the courses are suitable for their requirements. Quest for Success Ltd will use all reasonable skill and care in the preparation and presentation of its courses and courses supplied under clause 5. All other conditions, warranties, guarantees and representations whether express or implied, statutory or otherwise are excluded.
- 8.2. Other than as specified in this clause, Quest for Success Ltd liability for loss and damage (whether arising in contract or otherwise), shall be limited to a claim for damages. The maximum aggregate liability will be the charges for the course or hire of facilities out of which the loss and damage has arisen.
- 8.3. Quest for Success Ltd will be responsible for death and injury resulting from Quest for Success Ltd negligence when carrying out courses, or the hire of facilities.
- 8.4. Quest for Success Ltd will not be liable for indirect, special or consequential loss (including loss of anticipated profit or data), howsoever arising, even if it has been advised of the possibility of such potential loss.
- 8.5. Except in respect of liability of Quest for Success Ltd for death or personal injury resulting from the negligence of Quest for Success Ltd or its employees, or in respect of a claim for non-payment of monies due under this Agreement, no action regardless of form arising out of the provision of training courses or facilities under this Agreement may be brought by either party more than two years after the cause of action has been accrued.
- 8.6. The Customer warrants that all attendees on courses are properly authorised by the Customer to attend and that they are suitably qualified to attend. The Customer acknowledges Quest for Success Ltd right to refuse admission or require the removal of any attendee where there are doubts about identity, qualifications or if the attendee's behaviour is unacceptable. In addition to this it should be noted that Quest for Success Ltd reserves the right to refuse admission or to eject any delegate where their behaviour is, in the opinion of the Quest for Success Ltd Trainer, to be unacceptable and detrimental to the objectives of the course. If this occurs Quest for Success Ltd will not refund any fees. One verbal and one written warning will be given to the delegate in these circumstances.

## 9. Copyright

- 9.1. The copyright and all other intellectual property rights in all course materials and the specifications therefore, and whether in standard courses, or courses developed under the provisions of clause 5 shall remain the sole and exclusive property of Quest for Success Ltd. The Customer undertakes that it will not copy or permit the copying of course materials, nor disclose or permit the disclosure or sell or hire the same to third parties, nor use the same for running the Customer's own courses unless the express and written permission of Quest for Success Ltd is gained.

## 10. Times of Courses and Hire of Facilities

- 10.1. All courses will be given by Quest for Success Ltd personnel between the hours of 9.00 am to 5.30 pm Monday to Friday, excluding Public Holidays. If the Customer requests in writing, Quest for Success Ltd may be able to provide courses outside these hours and at weekends for additional charges.
- 10.2. All public courses will be given by Quest for Success Ltd personnel between the hours of 09.00 and 17.30hrs on days specified by Quest for Success Ltd.

## 11. General

- 11.1. Either party may immediately terminate this Agreement, if the other:
- 11.1.1 Is in breach of a material obligation and has not commenced continuing and effective steps to remedy the same within fourteen (14) days of a notice calling upon it to do so.
  - 11.1.2 Has an order made or resolution passed for its winding up.
  - 11.1.3 Becomes insolvent or unable to pay its debts as they fall due.
  - 11.1.4 Has a receiver or similar officer appointed.
  - 11.1.5 Ceases to or threatens to cease to carry on business. Any such termination shall be without prejudice to any accrued rights or outstanding obligations of either party at date of termination.
- 11.2. These conditions constitute the entire agreement between the parties in relation to the contract referencing them and supersede any and all prior agreements, discussions, understandings, representations or promises. Each party warrants to the other that it has not relied upon any representation not recorded here which has induced it to enter into this contract. No amendment of the Conditions will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of this contract.
- 11.3. No delay or forbearance by either party in enforcing its respective rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or any later breach.
- 11.4. Neither party will assign or transfer all or any part of this contract without the prior written consent of the other party except that assignments to associated companies of Quest for Success Ltd are permitted.
- 11.5. In the event that any of the provisions of the Conditions is judged illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.
- 11.6. Neither party will be liable to the other for any delay in or failure to perform its obligations under this contract (other than a payment of money) where such delay or failure results from force majeure, act of God, fire, explosion, accident, industrial dispute or any other cause beyond its reasonable control.
- 11.7. Any notice given under this contract by either party to the other must be in writing and may be delivered personally or by recorded delivery or registered post and in the case of post will be deemed to have been received on the third working day after the date of posting. Notices must be delivered or sent to the address of the parties on the Order or Order Acceptance or to any other address notified in writing by either party to the other after the date of this contract.
- 11.8. This contract is governed by English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.