

# Academy Training Solutions Limited

## Terms & Conditions

### 1. General:

- 1.1. Unless expressly stated by the Company in writing, all quotations are made and bookings accepted on the following Terms and Conditions.
- 1.2. In these Conditions:
  - 1.2.1. "**Company**" means Academy Training Solutions Limited,
  - 1.2.2. "**Academy Training Solutions**" means Academy Training Solutions Limited (a company registered in England & Wales under company number 07583874) whose registered office address is 125 Harbour Tower, Gosport PO12 1HF.
  - 1.2.3. "**Academy Training Solutions' Material**" means any Documents or other materials (including but not limited to instruction and training manuals and user guides in any format), and any data or other information provided by Academy Training Solutions relating to the Service
  - 1.2.4. "**Booking**" means any confirmed reservation made with the Company by whatever means.
  - 1.2.5. "**Client**" means the person or Company for whom Academy Training Solutions has agreed to provide the Service in accordance with these Conditions
  - 1.2.6. "**Client Material**" means any Documents or other materials and any data or other information provided by the Client relating to the Service
  - 1.2.7. "**Contract**" means the contract for the provision of the Service
  - 1.2.8. "**Date of the Course**" with reference to cancellations refers to the date the course was initially booked for. i.e. a course that is moved and subsequently cancelled will be due for payment in full if later than 14 days prior to the initially booked date.
  - 1.2.9. "**Delegate**" means the Client or any employee or agent of, or person otherwise so designated by, the Client to receive the Service at the request of the Client
  - 1.2.10. "**Discounted Courses**" means courses which Academy Training Solutions may offer from time to time at a discounted rate
  - 1.2.11. "**Document**" includes, in addition to a document in writing; any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc or other device embodying any other data
  - 1.2.12. "**Fees**" means the fees agreed between the Client and Academy Training Solutions for the provision of the Service or in the absence of such agreement Academy Training Solutions' standard charges relating to the Service from time to time
  - 1.2.13. "**Received**" means received by the Company or the Client and must be verified as received by having been replied to.
  - 1.2.14. "**Service**" means the service to be provided by Academy Training Solutions for the Client

### 2. Other printed or standard conditions:

- 2.1. These Conditions and the Contract constitute the entire understanding of the parties and shall apply to the Contract to the exclusion of any other contractual terms and

conditions and no contractual terms contained in any document sent by the Client shall be of any effect with respect to the contract unless expressly accepted by the Company in writing. The Client acknowledges that it has not relied on and shall not be entitled to rescind the contract or to claim damages or any other remedy on the basis of any representation, warranty, undertaking or statement which is not set out in these conditions. These conditions may not be varied or waived except with the express written agreement of the Company.

**3. Prices:**

- 3.1. All prices are as stated and are exclusive of VAT which will where appropriate be charged at the current rate.

**4. Cancellations or postponements of Academy Training Solutions' course bookings:**

- 4.1. Confirmed cancellations or postponements received from the Client via e-mail, facsimile or in writing more than 30 days prior to the date of the course will not be charged.
- 4.2. Confirmed cancellations or postponements received via e-mail, facsimile or in writing more than 14 days prior to the date of the course incur an administration charge of £95.00 (+VAT) or 10% of course cost, whichever is the greater. This administration charge will be applied per person, per course cancelled or postponed.
- 4.3. Confirmed cancellations received via e-mail, facsimile or in writing less than 14 days prior to the date of the course are payable in full.
- 4.4. Bookings made within 14 days of the date of the course may not be cancelled or postponed without incurring a 100% cancellation charge.
- 4.5. Substitutes may be made at any time without penalty. Academy Training Solutions Limited should be informed of any changes.

**5. Payment:**

- 5.1. Unless otherwise agreed in writing, payment for each course is to be received no later than 14 days prior to the course start date.
- 5.2. Cheques should be made payable to 'Academy Training Solutions Limited' and sent to Academy Training Solutions Limited, 125 Harbour Tower, Gosport PO12 1HF.
- 5.3. BACS credits should be directed to: Academy Training Solutions Limited, A/c No. 33536572, Sort code: 20-21-78, Barclays Bank. Reference Number should be the Invoice number (or Company name and date / title of course).

**6. Provision of service:**

- 6.1. The Company reserves the right to cancel, postpone, alter or delay any booking.

**7. Rights in Client Material and Academy Training Solutions' Material**

- 7.1. The property and any copyright or other intellectual property rights in:
- 7.1.1. any Client Material shall belong to the Client
- 7.1.2. any Academy Training Solutions' Material shall, unless otherwise agreed in writing between the Client and Academy Training Solutions, belong to Academy Training Solutions, subject only to the right of the Client to use the Academy Training Solutions Material for the purposes of utilising the Service.
- 7.1.3. any Document or other item belonging to a third party and used by Academy Training Solutions, under licence or as otherwise agreed by that third party, in the provision of the Service ("Third Party Material") shall belong to the relevant third party and the Client hereby agrees and undertakes that it will not copy or distribute (whether electronically or in hardcopy format) any Academy Training Solutions Material or Third Party Material and shall so far as possible ensure that all Delegates

refrain from copying or distributing the same. The Client shall indemnify Academy Training Solutions against any loss, damages, costs, expenses or other claims arising from any such infringement or alleged infringement.

- 7.2. Any Client Material or other information provided by the Client which is so designated by the Client shall be kept confidential by Academy Training Solutions, and all Academy Training Solutions Material or Third Party Materials or other information provided by Academy Training Solutions which is so designated by Academy Training Solutions shall be kept confidential by the Client (who shall so far as possible ensure that all Delegates shall keep the same confidential); but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 7.3. The Client warrants that any Client Material and its use by Academy Training Solutions for the purpose of providing the Service will not infringe the copyright or other rights of any third party and the Client shall indemnify Academy Training Solutions against any loss, damages, costs, expenses or other claims arising from any such infringement or alleged infringement.
- 7.4. On rare occasions certain items of Academy Training Solutions Material or Third Party Material which are intended to be handed to Delegates may not be available on the day the Service is provided. On such occasions Academy Training Solutions will provide the Client with the relevant materials for distribution to Delegates as soon as is practicable after the provision of the Service. Academy Training Solutions will have no further liability to the Client in respect of such materials.

## **8. Special needs:**

- 8.1. It is the responsibility of the Client to advise the Company of delegates with special needs. The Company cannot accept responsibility for such delegates unless it has stated in writing that it is able to accommodate those needs. Wherever practicable such notified needs will be accommodated.

## **9. Scheduled courses:**

- 9.1. Please note that for scheduled courses trainers will aim to deliver the modules specified in each scheduled outline. In the event of a mixed ability course some delegates may find the pace and content unsuitable. Whilst Academy Training Solutions Limited endeavours to ensure delegates attending a scheduled course are of similar ability, it is the clients' responsibility to determine that each course is the correct level for their delegate(s). Academy Training Solutions Limited cannot accept responsibility if any part(s) of the scheduled course outline are not covered.
- 9.2. In a case where the delegate does not have the prior level of knowledge required for the course they are attending, we reserve the right to ask them to leave the course.
- 9.3. In the case where you are the only delegate booked on a scheduled course we reserve the right to reduce the duration of the course to ½ the original duration e.g. a 2-day course will become a 1-day, a 1 day course will become a ½ day. Alternatively we will give you the option to be transferred to our next available course.

## **10. Exams:**

- 10.1. All Exam Fees are non-refundable although substitutions may be made at any time. Academy Training Solutions should be notified of any changes.

## **11. Holding accounts/Voucher bookings:**

- 11.1. All Holding accounts/Voucher bookings have a maximum expiry date of one year from the date of invoice. Any unused revenue is non-refundable. Academy Training Solutions Limited cannot accept responsibility for any unused revenue within this period.

**12. Individuals:**

- 12.1. We do not accept bookings by any individual unless payment of cleared funds is received at least 14 days before the commencement of each course or exam.

**13. Consultancy:**

- 13.1. The Company supports its clients in the utmost good faith. However, due to the complexities of any consultancy work undertaken the Company accepts no liability and offers no guarantees for its consultancy and associated work.

**14. Recruitment:**

- 14.1. If as a result of contact made during their business with the Company, a client subsequently and within one year of the last booking, recruits a member of the Company's staff whether then employed by the Company or not, a compensation fee of 50% of the final annual salary of that member of staff is payable to the Company.

**15. Invoicing details:**

- 15.1. As we are not able to accept any delay in invoice payment it is important that you tell us about any special arrangements you require for your invoices.
- 15.2. If exceptions have been agreed to 15.1, then payments later than the agreed date will be charged interest at 4% per month (or part thereof), on the outstanding amount.

**16. Use of Third Party Services.**

- 16.1. The use of third parties for the provision of services (for example lunch) in no way infers liability for such services or premises upon Academy Training Solutions, and the Company should be regarded as having made an introduction to such a third party.

**17. Warranties and Liability**

- 17.1. Academy Training Solutions warrants to the Client that the Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification. Where Academy Training Solutions supplies in connection with the provision of the Service any goods (including Academy Training Solutions' Materials or Third Party Material) supplied by a third party, Academy Training Solutions does not give any warranty, guarantee or other term as to their accuracy, quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Academy Training Solutions.
- 17.2. Academy Training Solutions shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Client Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client (including its responsibility to check that the Service includes the required content to meet the its own requirements for the Service).
- 17.3. Except in respect of death or personal injury caused by Academy Training Solutions' negligence, or as expressly provided in these Conditions, Academy Training Solutions shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Academy Training Solutions, its employees or agents or otherwise) which arise out of or in connection with the provision of the Service or their use by the Client.
- 17.4. The following provisions set out Academy Training Solutions' entire liability (including any liability for the acts and omissions of its employees or agents) to the Client in respect of:

- 17.4.1. any breach of its contractual obligations arising under this Agreement;  
and
- 17.4.2. any representation statement or tortious act or omission including negligence arising under or in connection with this Agreement.
- 17.5. AND THE CLIENT'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE
- 17.6. Any act or omission on the part of Academy Training Solutions falling within this clause shall for the purpose of this clause be known as an 'Event of Default'
- 17.7. Academy Training Solutions' liability to the Client for death or injury resulting from its own or that of its employees' negligence shall not be limited.
- 17.8. Subject to the limit set out in this clause, Academy Training Solutions shall accept liability to the Client in respect of damage to the tangible property of the Client resulting from the negligence of Academy Training Solutions or its employees.
- 17.9. Subject to the provisions of this clause, Academy Training Solutions' entire liability in respect of any Event of Default shall be limited to damages of an amount equal to:
  - 17.9.1. £1,000 in the case of an Event of Default falling within this clause; and in the case of any other Event of Default aggregate of the Fees paid by the Client for the course and number of delegates affected hereunder.
- 17.10. Subject to this clause Academy Training Solutions shall not be liable to the Client in respect of any Event of Default for loss of profits or any type of special indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Academy Training Solutions had been advised of the possibility of the Client incurring the same.
- 17.11. If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.
- 17.12. The Client hereby agrees to afford Academy Training Solutions not less than 28 days in which to remedy any Event of Default hereunder.
- 17.13. Except in the case of Event of Default arising under this clause Academy Training Solutions shall have no liability to the Client in respect of any Event of Default unless the Client shall have served notice of the same upon Academy Training Solutions within 3 months of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.
- 17.14. Nothing in this Clause shall confer any right or remedy upon the Client to which it would not otherwise be legally entitled.
- 17.15. Academy Training Solutions shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Academy Training Solutions' obligations in relation to the Service, if the delay or failure was due to any cause beyond Academy Training Solutions' reasonable control.
- 17.16. Academy Training Solutions will use its best endeavours to comply with any agreed date or dates for the supply of the Services but, unless otherwise expressly agreed, such date or dates shall constitute only statements of expectation and shall not be binding. Accordingly, the time of the supply of the Services shall not be of the essence and if Academy Training Solutions fails to supply the Services by any specified date, such failure shall not constitute a breach of the contract and the Client shall not be entitled to treat the contract as thereby repudiated or to rescind it or any related Contract in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom. In the unlikely event that the provision of the Service has to be cancelled by Academy Training Solutions a further date will be set at a time convenient to both parties.

- 17.17. Academy Training Solutions makes no representations as to the benefit to the Client arising out of the provision of the Service and there is neither expressed nor shall there be implied into the Contract between Academy Training Solutions and the Client and any conditions or warranties as to the same.
- 17.18. All information provided as part of the Service is given in good faith and Academy Training Solutions will not be held responsible for actions taken by the Client or Delegates, or any other individual or organisation as a result of the information provided during or after provision of the Service.
- 17.19. It is Academy Training Solutions' policy to monitor constantly the Service. Every care has been taken to ensure the accuracy of, and verify the content of the information given in providing the Service to the Client. However the Client acknowledges changes will occur after the Service have been designed or devised or after publication of materials used by Academy Training Solutions in the provision of the Service and the Client agrees that they book or purchase the Services on this basis.