1. DEFINITIONS

1.1 "Agreement" means the agreement of the Company to supply and the Customer to purchase the Services in accordance with these Conditions.

1.2 "Booking Form" means the booking form confirming the Services to be purchased and the Fee payable, signed by the Company and the Customer (and to which these Conditions are attached);

1.3 "Business Day" means any day which is not a Saturday, Sunday or public or bank holiday in England.

1.4 "Company" means Eastern Region Training Ltd, whose registered office is at Unit 6 Lower Street, Baylham, Suffolk, England, IP6 8JP.

1.5 "Customer" means the individual, business or company who signs the Booking Form to receive the Services.

1.6 "Conditions" means the terms and conditions of the business hereinafter contained.

1.7 "Fee" means the fee set out in the Booking Form payable by the Customer to the Company for the Services.

1.8 "Services" means the training, consultancy, brokerage and/or other services agreed to be purchased by the Customer from the Company as detailed in the Booking Form.

1.9 "Relevant Date" means the date the Booking Form is signed by the last party to sign it.

2. CONDITIONS OF SALE

2.1 These conditions shall apply to all contracts for the supply of the Services by the Company to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.

3. PRICE AND PAYMENT

3.1 In consideration of the provision of the Services, the Customer shall pay the Company the Fee in accordance with these Conditions.

3.2 Unless otherwise provided in writing by the Company, the Fee shall bear VAT at the prevailing rate.

3.3 Invoices and Joining Instructions will be issued to the Customer no more than 1 month in advance of the course commencement date.

3.4 The monies owed shall be payable immediately upon receipt of the invoice unless otherwise agreed in writing by the Company (such as a credit agreement).

3.4.1 If the Customer and the Company do not have a current credit agreement, then full payment must be issued prior to the course commencement date. The Company reserves the right to refuse Services in the event of non-payment.

3.4.2 If the Customer and the Company do have a current credit agreement, and an invoice exceeds the agreed credit terms, all monies overdue for payment shall bear interest calculated daily at 8% above the base lending rate of Barclays Bank PLC enforced at the discretion of the Company, until the date of actual payment of the overdue amount. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time (the ''Act''), and it is agreed that this condition constitutes a substantial remedy for the purposes of Section 9(1) of the Act.

3.6 Fees may be subject to change.

4 ACCEPTANCE

4.1 The Customer shall be deemed to have accepted the Services by signing the Booking Form.

4.2 Save as otherwise permitted under these Conditions, after acceptance, the Customer shall not be entitled to reject the Services.

4.3 Delegate names may be changed by the Customer at any point prior to course commencement.

4.4 This agreement is legally binding on the Customer, and the Customer hereby undertakes and warrants that it has the full right, power and authority to enter into these Conditions in accordance with its terms.

5 TERM AND TERMINATION

5.1 These conditions shall commence with effect from the Relevant Date and shall continue until the Company has delivered the Services and has received all outstanding monies from the Customer in respect of any Fees due in accordance with the Agreement and these Conditions.

5.2 Subject to these conditions, the Customer is liable to pay the Fees and entitled to receive the Services once the Booking Form has been signed by the Customer and received back by the Company.

5.3 Without prejudice to the foregoing provision, either party may terminate the Agreement forthwith at any time by notice in writing if the Customer shall:

5.3.1 fail to pay any sum due to the Company under this agreement on the due date; or

5.3.2 commit a material breach of any of the terms of this Agreement and in the case of a breach capable of remedy shall have failed to remedy the same within 14 days of notice in writing served upon them by the Company specifying in reasonable detail the breach complained of and requiring the remedy; or

5.3.3 become insolvent or have a receiver or manager appointed or make a composition with its creditors or enter a liquidation or be made the subject of a winding up or administrative order or the subject of a reconstruction or amalgamation; or

5.3.4 suffer any distress or execution of a legal process to be levied upon or threatened against its assets, or cease or threaten to cease to carry on its business.

5.5 For the avoidance of doubt, it is agreed that payments made in advance will not be repayable by the Company to the Customer under any circumstances in the event of termination of the Agreement.

5.6 The Customer confirms that it will provide public liability insurance cover for the Company's representatives during the period of the contract and whilst the trainers are on the Customer's premises.

5.7 For closed courses, the Customer will make necessary arrangements at their premises or an alternative venue of their choice, for a suitable training room and facilities for the trainer as requested by the Company.

6. CANCELLATION TERMS

6.1 The Customer is required to give the Company notice if it wants to cancel all or part of the Services. The following cancellation charges shall be payable by the Customer to the Company in relation to that part of the Services to be cancelled where the Customer gives notice of cancellation of the Services within the timeframes given below.

10 working days or more before commencement of the Services – No cancellation fee.

6-9 working days before commencement of the Services – 50% of the Fees due; or

0-5 working days before commencement of the Services – 100% of the Fees due.

6.2 Requests by the Customer to transfer delegates from one Service to another (e.g. from one course to another) shall be subject to the same deadlines and charges as cancellations as set out in condition 6.1 above.

6.3 The Company reserves the right to vary programmes, speakers, venues and course content or otherwise cancel the Services where necessary and without prior notice.

6.4 The Company reserves the right to refuse delivery of the Services to any of the Customer's delegates if any Fees owing by the Customer to the Company remain outstanding, including those payable with respect to previous Services rendered by the Company to the Customer.

6.5 If the Company cancels a training course for any reason, participants will be entitled to a full refund of any fees paid. Refunds will be processed within 10 business days of the course cancellation notice. Alternatively, participants may opt to transfer their registration to a future course of equal value, subject to availability. The Company is not responsible for any other costs incurred by participants, including travel or accommodation, in the event of a course cancellation.

6.5.1 In cases where specific courses require a mandatory minimum number of candidates, as per awarding body requirements, we would aim to contact The Customer if a course is unable to run within 5 business days of commencement, with the option to either transfer to an alternate date or otherwise as detailed in 6.5.

7. LIABILITY

7.1 To the extent permitted by law, neither the Company nor its trainers shall be liable to the Customer whether in contract, tort (including breach of statutory duty or negligence) or otherwise for any loss or special indirect or consequential loss of any nature whatsoever arising directly or indirectly out of the supply of the Services by the Company or occasioned to any person acting, omitting to act or refraining from acting in reliance upon the content or presentation of the Services or any error or defect therein or out of the performance, non-performance or delayed performance by the Company of the Services. Consequential loss shall be deemed to include but is not limited to, any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, loss of revenues or anticipated savings, damages, costs, expenses incurred or payable to any third party or any other indirect or consequential losses.

7.2 The Company does not accept any responsibility or liability in respect of loss or damage to Customer's property, belongings or persons whether at their own premises or any other premises, unless a statutory liability.

7.3 The Company does not accept liability for any detrimental or damaging act by its servants or agents except for its statutory liability.

7.4 Car parking facilities are available at the Company's premises, although no responsibility for any loss or damage to property whilst using the company's facilities will be accepted.

7.5 Any breakages/damages to the Company's property must be reported immediately and a charge may be made.

8 CONFIDENTIALITY

8.1 The Company acknowledges that in the provision of the Services, certain confidential information and data relating to the Customer's business may come within the Company's possession. The Company undertakes not to use that information or

documentation for its own or other unauthorised purposes or to divulge any such information to any persons for any purpose whatsoever.

8.2 Both the Company and the Customer shall each keep confidential each other's business information and documents and shall not, without the prior consent in writing of the other, disclose to any third party any information or documents which it has acquired from the other because of discussions, negotiations and other communications between them relating to the Services.

8.3 By signing this agreement, you are acknowledging that your information will be shared with CITB, CTR and ATO, meeting current legislation requirements to share for the purposes of gaining this qualification.

9 COPYRIGHT

9.1 The Services and any materials supplied while the Services contain information confidential to the Company and/or its trainers. Copyright in the materials is owned by the Company and/or its trainers, and the materials should not be copied or disclosed to any other person without the express authorisation of the Company.

10 GENERAL PROVISIONS

10.1 The Company reserves the right to alter the conditions from time to time. It is recommended that the Customer re-reads these Conditions each time that it signs a Booking Form to ensure that it is aware of any changes that have been made to these Conditions.

10.2 Force Majeure – the Company shall not be liable for any failure to fulfil its obligations caused by circumstances beyond its reasonable control if it has made reasonable efforts to fulfil its obligations under the Agreement.

10.3 Any notice required or authorised to be given under the Agreement shall be sufficiently served if delivered or posted by first class recorded delivery post to the registered office of the relevant party and shall be deemed to have been served on the date of delivery or three working days after the date of posting, whichever shall first occur.

10.4 The Company reserves the right from time to time and on more than one occasion, to waive any of the obligations imposed by the Agreement on the Customer. No waiver by the Company of any breach of any of these Conditions shall constitute a waiver by the Company of any prior, concurrent or subsequent breach of the same or any other condition.

10.5 The Customer shall not assign or otherwise transfer all or any of its rights, interests or obligations under the Agreement without the prior written consent of the Company.

10.6 The Agreement shall be governed by the laws of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the English Courts.

10.7 Termination of the Agreement shall be without prejudice to all rights and remedies which either party may have against the other hereunder or at law and shall not affect any accrued rights or liabilities of either party or the coming into or continuance in force of any provision hereof which is expressly or by implication intended to continue in force on or after such termination.

10.8 The headings to these Conditions do not form part of the Conditions and shall not affect the interpretation.