

TERMS AND CONDITIONS FOR PROVISION OF TRAINING COURSE(S)

1. Booking and Acceptance

- 1.1 Requests for training courses submitted via email or the online booking form are subject to acceptance in writing by ISO Quality Services Ltd ("ISOQSL").
- 1.2 A binding agreement is formed upon written acceptance of the booking by ISOQSL.
- 1.3 ISOQSL reserves the right to make reasonable changes to course content, format, trainers, or delivery method where necessary to maintain quality or operational requirements.

2. Fees and Payment

- 2.1 All fees stated are exclusive of Value Added Tax (VAT), which will be charged at the prevailing rate at the time of supply.
- 2.2 ISOQSL will issue an invoice upon acceptance of the booking (if requested), reflecting the agreed course fees and applicable VAT.
- 2.3 All invoices must be paid in full no later than 14 working days prior to the commencement of the course.
- 2.4 ISOQSL reserves the right to withhold delivery of training services where payment has not been received in accordance with these terms.
- 2.5 ISOQSL shall not be responsible for any costs incurred by the client or delegates, including but not limited to travel, accommodation, or subsistence expenses.

3. Cancellations and Transfers

- 3.1 The client may cancel a confirmed booking by providing written notice:
 - a) 14 or more working days before the course start date: cancellation accepted with no further fees payable.
 - b) Between 7 and 14 working days before the start date: full course fees remain payable; ISOQSL will offer an alternative course date.
 - c) Less than 7 working days before the start date: full course fees remain payable and no refund or transfer will be offered.
- 3.2 Where training is included as part of another ISOQSL service, the same cancellation terms apply and failure to provide sufficient notice may result in forfeiture of the training place.
- 3.3 Delegates may be substituted at any time prior to the course start date at no additional cost, provided ISOQSL is notified in advance.

4. Administration Fees

- 4.1 Any administration fees associated with booking, processing, transfer, or purchase of training course(s) are non-refundable.

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4.2 ISOQSL may, at its sole discretion, waive or vary administration fees in exceptional circumstances.

5. ISOQSL Cancellations and Changes

5.1 ISOQSL reserves the right to cancel or reschedule any training course, whether confirmed or not, by providing at least 7 days' written notice where reasonably practicable.

5.2 In the event of cancellation by ISOQSL, the client will be offered:

- a) a full refund of fees paid; or
- b) an alternative training date.

5.3 ISOQSL will use reasonable endeavours to avoid cancellations and minimise disruption to the client.

6. Delivery of Training (Including Online Training)

6.1 Training may be delivered in-person, virtually, or through a blended format as agreed.

6.2 For virtual delivery, the client is responsible for ensuring that delegates have access to suitable equipment, software, and internet connectivity.

6.3 ISOQSL shall not be liable for any failure or disruption to training caused by the client's technical infrastructure or connectivity issues.

6.4 Unless expressly agreed, training sessions may not be recorded, reproduced, or distributed by the client or delegates.

7. Client Responsibilities

7.1 The client shall ensure that its delegates:

- a) behave in a professional and respectful manner;
- b) comply with all reasonable instructions provided by ISOQSL or its trainers;
- c) do not damage, misuse, or remove any materials, documents, or property belonging to ISOQSL or the training venue.

8. Intellectual Property

8.1 All materials provided by ISOQSL in connection with the training course remain the intellectual property of ISOQSL.

8.2 Training materials are provided for the exclusive use of the client's delegates and may not be:

- copied, reproduced, or distributed (in whole or in part);
- adapted, modified, or repurposed;
- used for any purpose other than participation in the training course,

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without the prior written consent of ISOQSL.

9. Limitation of Liability

9.1 ISOQSL will use reasonable care and skill in delivering training services.

9.2 To the fullest extent permitted by law, ISOQSL excludes liability for:

- loss of profits;
- loss of business;
- loss of contracts;
- or any indirect or consequential loss or damage arising out of or in connection with the provision of the training services.

9.3 ISOQSL's total liability under this agreement shall not exceed the total fees paid by the client for the relevant training course(s).

9.4 Nothing in these terms shall exclude or limit liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- or any other liability which cannot lawfully be excluded.

10. Force Majeure

10.1 Neither party shall be liable for failure or delay in performing its obligations (other than payment obligations) where such failure results from events beyond its reasonable control.

11. General

11.1 These Terms and Conditions constitute the entire agreement between the parties and supersede any prior agreements or understandings.

11.2 These terms shall prevail over any terms contained in the client's purchase order or other documentation.

11.3 If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.4 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

11.5 The parties submit to the exclusive jurisdiction of the English courts.