ISO QUALITY SERVICES LIMITED– TERMS AND CONDITIONS FOR BESPOKE TRAINING SERVICES

Contents

1. Definitions & Interpretation

1.1. In these Terms & Conditions unless the context otherwise requires the following expressions shall have the following meanings:

1.1.1	**"Agreement"**	Means the agreement between ISO QSL and the Client for the supply of Services governed by the Terms & Conditions and as outlined in the contract;
1.1.2	**"Business Day"**	Means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
1.1.3	**"Charges"**	Means the charges payable by the Client for the supply of the Services in accordance with Clause 6 below;
1.1.4	**"Commencement Date"**	Has the meaning set out in Clause 2.2 below;
1.1.5	**"Completion of the Services"**	Means the date the Parties agree that the Services have been supplied and completed in accordance with ISO QSL proposal and Contract
1.1.6	**"Contract"**	Means the Contract signed by the Client and ISO QSL and which forms part of these Terms & Conditions and the Agreement;
1.1.7	**"Client"**	Means the company that purchases the supply of the Services from ISO QSL and as set out in the Contract;
1.1.8	**"Client Default"**	Means an act or omission for which the Client is responsible, or a failure by the Client to perform any relevant obligation, which adversely affects, prevents or delays ISO QSL's performance of any of its obligations under these Terms & Conditions;
1.1.9	**"Delivery of the services"**	Means the date agreed between the Parties for the delivery of the services

1.1.10	**"Intellectual Property Rights"**	Means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
1.1.11	**"ISO QSL"**	Means ISO Quality Services Limited, a company registered in England and Wales at Quality Suite, Oak House, Everoak Industrial Estate, Bromyard Road, Worcester, WR2 5HP with company registration number **03926733**;
1.1.12	**"Order"**	Means the Client's order for the Services (as confirmed by the Client's completion of the preassessment questionnaire if applicable) and/or written acceptance of ISO QSL's written proposal for the Services;
1.1.13	**"Parties"**	Means the ISO QSL and the Client collectively;
1.1.14	**"Services"**	Means the services supplied by ISO QSL to the Client as set out in the Contract;
1.1.15	**"Supplier Materials"**	Means all materials, equipment, documents and other property of ISO QSL provided to the Client in connection with the Services save where expressly excluded as set out in ISO QSL's proposal;
1.1.16	**"Term"**	Means the period between the Commencement Date and Completion of the Services and
1.1.17	**"Terms & Conditions"**	Means these terms and conditions as set out herein.

1.2. In these Terms & Conditions, the following rules apply:

1.2.1. A 'person' includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2. A reference to a Party includes its personal representatives, successors or permitted assigns.

1.2.3. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4. Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5. A reference to 'writing' or 'written' includes e-mails.

2. Basis of The Agreement

2.1. The Order constitutes an offer by the Client to purchase the supply of the Service in accordance with these Terms & Conditions.

2.2. The Order shall only be deemed to be accepted when ISO QSL receives a copy of the Contract signed by both Parties on which date the Agreement as set out in these Terms & Conditions shall come into contractual force (**"Commencement Date"**). The Contract will continue until the Services have been completed or until the Contract is cancelled or terminated in accordance with Clause 9.For the avoidance of doubt, ISO QSL shall not be obliged to carry out any work in respect of the supply of the Services until ISO QSL receives a copy of the Contract signed by both Parties.

2.3. These Terms & Conditions constitute the entire Agreement between the Parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of ISO QSL which is not set out in these Terms & Conditions.

2.4. Any samples, drawings, descriptive matter or advertising issued by ISO QSL, and any descriptions or illustrations contained in ISO QSL's catalogues or brochures, or on ISO QSL's website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

2.5. These Terms & Conditions are 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.

2.6. For the avoidance of doubt, any written proposal given by ISO QSL shall not constitute an offer, and all such proposals are only valid for a period of 3 months from its date of issue and are subject to change without notification.

2.7. The Agreement shall continue for the Term, unless terminated in accordance with Clause 10 below.

3. ISO QSL's Obligations

3.1. ISO QSL shall supply the Services to the Client in accordance with the Contract in all material respects.

3.2. ISO QSL shall use all reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3. ISO QSL shall have the right to carry out the following without notice to the Client:

3.3.1. Make any amendments, alterations or changes to the Services or the Contract which are necessary to comply with any applicable law or requirement.

3.3.2. Make any amendments, alterations or changes to the Services or the Contract which do not materially affect the nature or quality of the Services.
3.3.3. Make any amendments, alterations or changes to the Services or the Contract

3.4. ISO QSL warrants to the Client that the Services will be provided using reasonable care and skill.

4. The Client's Obligations

4.1. The Client agrees, warrants, and undertakes to:
4.1.1. Disclose to ISO QSL full information which may in any way be relevant to the Services to be supplied by ISO QSL;
4.1.2. Co-operate with ISO QSL in all matters relating to the Services.
4.1.3. Provide ISO QSL with such information and materials as ISO QSL may reasonably require to supply the Services. For the avoidance of doubt the Client shall ensure that such information is accurate in all respects.
4.1.4 Keep all Supplier Materials confidential in accordance with ISO QSL's written instructions or authorisation.
4.1.5. Provide ISO QSL, its employees, agents, consultants and sub-contractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by ISO QSL for the purpose of the supply of the Services.
4.1.6. Prepare the Client's premises for the supply of the Services; and
4.1.7. In the event the Client perceives a defect in the quality of the Services or perceives a failure by ISO QSL to follow the Client's specific instructions, the Client shall provide initial notification to ISO QSL of such perception within 24 hours and shall provide further details in writing within five Business Days of such initial notification. In the event that the Client does not notify ISO QSL within the first 24 hours of the perception of the alleged defect in the quality of the Services or failure by ISO QSL to follow the Client's specific instructions, or fails to provide further details in writing within five Business Days of such initial notification, ISO QSL hereby excludes all liability for such defects and/or failures, and the Client's obligations in respect of the Charges shall remain unaffected.

4.2. In the event of a Client Default:
4.2.1. ISO QSL shall without limiting its other rights or remedies have the right to suspend the supply of the Services and shall be relieved of the performance of its obligations under these Terms & Conditions until the Client remedies the Client Default.
4.2.2. ISO QSL shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from ISO QSL's failure or delay to perform any of its obligations as set out in this Clause 4.2; and
4.2.3. The Client shall reimburse ISO QSL on written demand for any costs or losses sustained or incurred by ISO QSL arising directly or indirectly from the Client Default, including, but not limited to costs or losses sustained or incurred by ISO QSL in respect of preparatory work carried out by ISO QSL or Services supplied but for which no invoice has been submitted, where in such circumstances ISO QSL shall submit an invoice, which shall be payable by the Client immediately on receipt.

5. Charges & Payment

5.1 The Charges for the supply of the Services are set out in ISO QSL's written proposal and are further set out in the Contract.

5.2. ISO QSL shall be entitled make additional charges to the Client where additional work shall be carried out by ISO QSL on behalf of the Client which was not in the contemplation of the Parties at the time ISO QSL provided the Client with the written proposal. For the avoidance of doubt, the Client shall receive notification of any such additional charges prior to such additional charges being incurred by a further written proposal**.**

5.3. Should ISO QSL make additional charges to the Client under Clause 5.2 above, the Parties agree to vary the Contract in accordance with Clause 11.8 below.

5.4 Unless otherwise agreed in writing, ISO QSL shall invoice the Client as per the payment terms in the Contract. For the avoidance of doubt, deductions for Charges paid in advance of the completion of the supply of the Services will be credited to the Client.

5.5. The Client shall pay each invoice submitted by ISO QSL:

5.5.1. By the due date of the invoice; and

5.5.2 In full and in cleared funds to a bank account nominated in writing by ISO QSL, and

5.5.3. Time for payment shall be of the essence in respect of the Charges.

5.6. All amounts payable by the Client under these Terms & Conditions are exclusive of amounts in respect of value added tax chargeable for the time being (**"VAT"**). Where any taxable supply for VAT purposes is made under these Terms & Conditions by ISO QSL to the Client, the Client shall, on receipt of a valid VAT invoice from ISO QSL, pay to ISO QSL such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.7. Without limiting any other right or remedy of ISO QSL, if the Client fails to make any payment due to ISO QSL under these Terms & Conditions by the due date for payment (**"Due Date"**), ISO QSL shall have the right to charge interest on the overdue amount at the rate of 8% per annum above the then current Bank of England base rate accruing on a daily basis from the Due Date until the date of actual payment of the full overdue amount, whether before or after judgment, and compounding quarterly.

5.8. The Client shall pay all amounts due under these Terms & Conditions in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against ISO QSL in order to justify withholding payment of any such amount in whole or in part. ISO QSL may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by ISO QSL to the Client.

6. Intellectual Property Rights

6.1. All Intellectual Property Rights in or arising out of or in connection with the supply of the Services and/or the Supplier Materials shall be owned by ISO QSL.

6.2. The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on ISO QSL obtaining a written licence from the relevant licensor on such terms as will entitle ISO QSL to license such rights to the Client.

6.3. All Supplier Materials, whether delivered in hard copy format or in soft copy format, are the exclusive property of ISO QSL.

6.4. The Client may use the Supplier Materials solely for the development of the Client's bspoke training materials. The Client is not permitted to disclose, sell or use for commercial gain the Supplier Materials to any third party.

7. Confidentiality

7.1. A Party (**"Receiving Party"**) shall keep in strict confidence all technical or commercial know-how, Contracts, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other Party (**"Disclosing Party"**), its employees, agents or sub-contractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors that may need to know it for the purpose of discharging the Receiving Party's obligations under these Terms & Conditions, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

7.2. This Clause 7 shall survive termination of the Agreement.

8. Limitation of Liability

8.1. Nothing in this Agreement shall limit or exclude ISO QSL's liability for:

8.1.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors; or

8.1.2. Fraud or fraudulent misrepresentation.

8.2. Subject to Clause 8.1 above:

8.2.1. ISO QSL shall under no circumstances whatsoever be liable to the Client, whether in contract or in tort, including whether caused by the negligence of ISO QSL, its employees, agents or otherwise, or whether in breach of statutory duty or common law duty or otherwise, for any loss of profit, or any indirect or consequential loss or damage of whatsoever nature, arising under, out of or in connection with these Terms & Conditions; and

8.2.2 ISO QSL's total liability to the Client in respect of all other losses arising under, out of or in connection with these Terms & Conditions, whether in contract or in tort, including whether caused by the negligence of ISO QSL, its employees, agents or otherwise, or whether in breach of statutory duty or common law duty or otherwise, shall in no circumstances exceed the value of the Contract.

8.3. Except as set out in these Terms & Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

8.4. Provided the Client adheres to the requirements set out in Clause 4.1.8 above, where any sustainable claim is made in respect of a defect in the quality of the Services or a failure by ISO QSL to follow the Client's specific instructions, ISO QSL shall be entitled to correct the defect or failure free of charge or to refund any Charges paid by the Client in respect of the defect or failure where the specific element of the Services to which the defect or failure relates has not been completed. For the avoidance of doubt, ISO QSL reserves the right to recover Charges due or hold Charges paid in respect of the specific element of the Services to which the defect or failure relates where work has been completed. In either circumstance ISO QSL shall have no further liability to the Client.

8.5. This Clause 9 shall survive termination of the Agreement.

9. Cancellation and Termination

9.1 The Contract will continue from the Commencement Date until Completion of the Services.

9.2 The client may cancel the contract by giving at least 21 working days' notice in writing to ISO Quality Services Ltd prior to commencement of the services.

9.2.1. In the event of less than 21 days but more than 14 days written notice of cancellation being received by ISO Quality Services Ltd full course fees will be payable, and an alternative training course date offered.

9.2.2. In the event of less than 14 days written notice of cancellation being received by ISO Quality Services Ltd, full course fees will be payable and no refunds will be made.

9.3 For the avoidance of doubt, the Client will receive the Services during the Term, provided the Client has not cancelled the Contract in accordance with Clause 9.2.

9.4 Without limiting its other rights or remedies, ISO QSL shall have the right to terminate this Agreement by giving the Client 7 Business Days written notice.

9.5 Without limiting its other rights or remedies, ISO QSL shall have the right to terminate this Agreement with immediate effect by giving the Client written notice in the event the Client fails to pay any amount due under this Agreement on the Due Date for payment.

9.6 Without limiting its other rights or remedies, each Party shall have the right to terminate this Agreement with immediate effect by giving written notice to the other Party if:

9.6.1 The other Party commits a breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that Party being notified in writing of the breach.

9.6.2 The other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;

9.6.3 The other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies, or the solvent reconstruction of that other Party;

9.6.4 A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with, the winding up of that other Party, other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies, or the solvent reconstruction of that other Party;

9.6.5 The other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

10. Consequences of Termination

10.1. On termination of this Agreement for any reason:

10.1.1. The Client shall immediately pay to ISO QSL all of ISO QSL's outstanding unpaid invoices and interest and, in respect of preparatory work carried out by ISO QSL or Services supplied but for which no invoice has been submitted, ISO QSL shall submit an invoice, which shall be payable by the Client immediately on receipt.

10.1.2. The accrued rights, remedies, obligations, and liabilities of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of these Terms & Conditions which existed at or before the date of termination; and

10.1.3. Clauses which expressly, or by implication, have effect after termination shall continue in full force and effect.

11. General

11.1. Force Majeure:

11.1.1. For the purposes of these Terms & Conditions, **“Force Majeure Event”** means an event beyond the reasonable control of ISO QSL including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of ISO QSL or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

11.1.2. ISO QSL shall not be liable to the Client as a result of any delay or failure to perform its obligations under these Terms & Conditions as a result of a Force Majeure Event.

11.1.3. If the Force Majeure Event prevents ISO QSL from supplying any of the Services for more than 60 Business Days, ISO QSL shall, without limiting its other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Client.

11.2. Assignment & Sub-Contracting:

11.2.1. ISO QSL may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights under these Terms & Conditions and may sub-contract or delegate in any manner any or all of its obligations under these Terms & Conditions to any third party or agent. For the avoidance of doubt, ISO QSL may exercise its rights under this Clause 11 provided that the Services supplied to the Client are not materially affected.

11.2.2. ISO QSL may seek advice from any third party who in the opinion of ISO QSL is competent for the purpose.

11.2.3. The Client shall not, without the prior written consent of ISO QSL, assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under these Terms & Conditions.

11.3. Notices:

11.3.1. Any notice or other communication required to be given to a Party under or in connection with these Terms & Conditions shall be in writing and shall be:

11.3.1.1.Delivered to the other Party personally to its registered or trading office; or

11.3.1.2.Sent by prepaid first-class post, recorded delivery or by commercial courier to its registered office; or

11.3.1.3. Sent by e-mail to the other Party’s main e-mail address.

11.3.2.3. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission, or if sent by e-mail, on the date and at the time the e-mail is sent.

11.3.3. This Clause 11.3 shall not apply to the service of any proceedings or other documents in any legal action.

11.4. Waiver:

11.4.1. A waiver of any right under these Terms & Conditions is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under these Terms & Conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

11.4.2. Unless specifically provided otherwise, rights arising under these Terms & Conditions are cumulative and do not exclude rights provided by law.

11.5. Severance:

11.5.1. If a court or any other competent authority finds that any provision of these Terms & Conditions (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Terms & Conditions shall not be affected.

11.5.2. If any invalid, unenforceable or illegal provision of these Terms & Conditions would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11.6. No partnership: Nothing in these Terms & Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

11.7. Third parties: A person who is not a Party to these Terms & Conditions shall not have any rights under or in connection with them.

11.8. Variation: Except as set out in these Terms & Conditions, any variation, including the introduction of any additional terms and conditions, to these Terms & Conditions or to the Agreement, shall only be binding when agreed in writing and signed by the Parties.

11.9. Governing law and jurisdiction: these Terms & Conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.