

TERMS AND CONDITIONS FOR CLIENT SPECIFIC TRAINING SERVICES

1. GENERAL DEFINITIONS

- (a) "SDSTC Ltd" means '16 Degree Shift Training and Consultancy Ltd', Royal Quays Business Centre, Coble Dene, North Shields Newcastle upon Tyne NE29 6DE.
- (b) 'Client' means the person(s) and/or the organisation named on the QUOTE and anyone acting for or on behalf of them.
- (c) 'Services' refers to the training services / training courses outlined in the QUOTE:
- (d) 'Learner' refers to any person attending the training course. 'Learner' is synonymous with student, candidate or delegate or similar.
- (e) 'Client Specific Training' means training intended for Learners nominated by the Client. The venue (or online delivery mode) is determined and arranged by the Client.

2. PROVISION OF SERVICES

- (a) Upon receipt of 'Acceptance of Quote' indicating a payment method and PO Number (if used / applicable), SDSTC Ltd will consult with the Client regarding suitable dates and venues. At this stage dates are considered provisionally booked.
- (b) Following 2(a), an Invoice shall be sent to the Client. **Booking is only confirmed upon payment** in compliance with Payment Terms – see Article 4 below.
- (c) If 2(b) has not been complied with SDSTC Ltd is under no obligation to 'hold' (keep reserved) these dates for the Client and alternative dates may need to be agreed.
- (d) Upon receipt of payment – confirmation of booking and/or specific joining instructions shall be communicated to the Client by SDSTC Ltd.
- (e) For **any** changes to the agreed service and/or date(s) see Article 5 below.
- (f) SDSTC Ltd may delegate the performance of all or part of the Services to an agent or subcontractor and the Client authorises SDSTC Ltd to disclose all information necessary for such performance to the agent or subcontractor.

3. OBLIGATIONS OF CLIENT

The Client shall:

- (a) Ensure a suitable room (or internet connection where training is delivered remotely) for the Services to be rendered. Learners must have access to water, toilets, rest and wash facilities.
- (b) Ensure the room or delivery area has adequate space and equipment as required - such as tables and chairs for the number of learners confirmed on the course.
- (c) The room or delivery area shall contain equipment necessary to perform the Services for example a means to display a presentation such as a TV or projector, audio, flipchart/white board or similar and good access to electrical sockets or extension cables where necessary. Where this is not the case, at the earliest opportunity prior to the agreed date(s) of the Services, SDSTC Ltd shall be informed by the Client of any deficiencies in the necessary equipment, so that the necessary equipment can be sourced by either party. All equipment must be checked and in good working order.
- (d) Ensure, at the earliest opportunity, information is given to SDSTC Ltd (and anyone acting on behalf of SDSTC Ltd) regarding the site location, site rules, signing in and out, emergency procedures and other information the client deems relevant to the provision of Services.
- (e) Provide to SDSTC Ltd information regarding specific needs of learners where applicable, plus any allergies if refreshments are provided.
- (f) Take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the Services;
- (g) Ensure that all necessary measures are taken (including the provision of PPE where required) for the safety and security of all persons acting on behalf of SDSTC Ltd and inform anyone acting on behalf of the SDSTC Ltd in advance of any hazards, risks and appropriate controls to be followed whilst on the Client's premises and/or attending a venue arranged by the Client.
- (h) Ensure all learners attend the training at the correct time and location. Ensure learners are made aware of the content of the course, expectations, the need for appropriate professional conduct and to comply at all times with instructions received including 'Ground Rules' set by the trainer. The Client shall therefore make every effort to ensure all learners are made aware of the date(s), times and location(s) of training including content of any joining instructions in good time prior to the course. This includes changes should they occur.

4. FEES AND PAYMENT TERMS

- (a) SDSTC Ltd shall invoice the Client upon 'Acceptance of Quote' as per 2(b) above.
- (b) **Payment Terms are usually within 14 days of invoice*.**
- (c) **Payment should have been received by SDSTC Ltd before the first agreed date of the Services.**
- (d) **In any case; The Client shall pay in full by the 'Payment Due' date stated on the invoice. Failure to do so may result in statutory charges being applied for late payments under The Late Payment of Commercial Debts (Interest) Act 1998.**
- (e) Certificates shall only be released to the Client if full payment has been received by SDSTC Ltd.
- (f) **Refunds** are subject to Cancellation Terms in Article 5 below.
- (g) **No refunds shall be issued if:**
 - (i) **The Client fails to comply with their obligations in Article 3 above** and this prevents the Services being rendered.
 - (ii) Any Learner fails to attend the course or achieve the pass criteria (Set in assessments but can also include 100% attendance).
 - (iii) Less than 7 days' notice is given by the Client to SDSTC Ltd of changes as per Article 5 below.
 - (iv) **SDSTC Ltd** is unable to perform all or part of the Services for any cause whatsoever outside SDSTC Ltd's control (including loss of internet connectivity where delivery is remote over the internet).
(alternative arrangements may be offered to the client at SDSTC Ltd's discretion, however, SDSTC Ltd reserves the right not to. SDSTC Ltd will always endeavour to act reasonably).

*If the time between 'Acceptance of Quote' and the requested date(s) of the Services is less than 14 days 4(c) and 4(d) applies.

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5. CHANGES AND CANCELLATION TERMS

(a) The Client shall give to SDSTC Ltd as much notice as possible of **any** change to the learner's booked on the course. Changes can be accommodated within reason (given enough notice) subject to the following terms:

(b) Change of Venue

(i) In the event a venue change is deemed necessary an equally suitable venue will be established, agreed & communicated.

(c) Change to Learners

(i) Where the Quote / Estimate states number of learners this must not to be exceeded. Additional places can be booked separately subject to availability on the course. If the course is full a future course may be offered.

(ii) If the numbers of learners turning up to the course on any of the training days is less than the original number planned, no refund or deferral to an alternative date shall be given for non-attendees.

(iii) A learner substitution can be accommodated right up to the start of a course at no additional cost as long as the total number of learners is the same as quoted or estimate / agreed.

(d) Change of dates – Postpone / Defer

(i) If the **Client wishes to postpone / defer the date(s) of the Services**, this will be permitted, subject to 5d(ii) to 5d(vi) below.

(ii) The Client must give **written notice** to SDSTC Ltd as soon as possible and **not less than 7 days prior to the course start date**.

(iii) **If the client gives less than 7 days' notice** (from the course start date) of their request for a deferral, SDSTC Ltd reserves the right to charge a minimum of £35 Admin fee. Additional fees may also apply as per 5d (iv) below.

(iv) SDSTC Ltd reserves the right to charge **any** fees incurred as a result of the Client's instruction to defer dates regardless of notice given.

(v) Agreed dates can only be deferred on **TWO** occasions and must have taken place within 12 months of the very first agreed date.

(vi) If 5d (v) is not complied with, SDSTC Ltd reserves the right to retain 100% of the fees paid and not offer another date.

(e) Cancellation Terms:

In the event that the Client wishes to cancel the course and not defer dates, the following charges apply.

(i) 28 or more calendar days notice – 100% of total fees paid shall be refunded to the Client. ****

(ii) 15 or more calendar days notice – 75% of total fees paid shall be refunded to the Client. ****

(iii) 7 or more calendar days notice – 50% of total fees paid shall be refunded to the Client. ****

(iv) Less than 7 calendar days notice or no notice given – 0% of total fees paid shall be refunded to the Client**

**Note: calendar days will be taken from the day that notice to cancel is received in writing up to day 1 of the course*

***less any costs incurred*

(f). SDSTC Ltd reserves the right to cancel any courses at any time **due to unforeseen or exceptional circumstances** and no liability is accepted by SDSTC Ltd for any losses incurred by the Client as a result. In this instance, where possible, SDSTC Ltd shall endeavour to provide the agreed services on an alternative suitable date which is agreed in writing by both the Client and SDSTC Ltd.

6. CONFIDENTIALITY

(a) As used herein, "Confidential Information" shall include the Client's Information and any information oral or written that a party may acquire from the other party pursuant to the Services provided, however, that Confidential Information shall not include any information which (1) is or hereafter becomes generally known to the public; (2) was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party; (3) is disclosed by an independent third party with a right to make such disclosure.

(b) Unless required by law, neither party, its employees, subcontractors or agents shall disclose the other's Confidential Information to any person nor entity, except as expressly provided for herein.

(c) SDSTC Ltd has the right to make and retain copies of all documents obtained / collated during the provision of the Services for the purposes of assessment, certification and SDSTC Ltd's own records.

(d) SDSTC Ltd will handle any personal information appropriately and comply with applicable privacy laws.

7. MISCELLANEOUS

(a) If any one or more provisions of these Terms and Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) Use of SDSTC Ltd's corporate name or registered marks for advertising purposes is not permitted without the SDSTC Ltd's prior written authorisation.

(c) Any training materials created and/or issued by SDSTC Ltd during the provision of the Services is considered to be the intellectual property of SDSTC Ltd and must not to be duplicate or used by the Client for their own purposes without the express written consent of SDSTC Ltd.

8. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

THIS AGREEMENT, consisting of the quotation and these terms and conditions, shall be governed by English Law and both parties submit to the exclusive jurisdiction of the courts of England and Wales.