



Irenicon

Solving People Problems

Irenicon Limited

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TRAINING TERMS OF BUSINESS

1. Instructions: We will carry out work which is chargeable to the Client only in accordance with a project proposal agreed with the Client and/or as otherwise instructed by the Client.

2. Performance of training: We will use our best endeavours to present and complete all programmes in a diligent and competent manner.

3. Confidentiality: We will treat all information received from Clients as strictly confidential, and will only use or disclose it as may be required in the performance of the project.

4. Fees: Our fees are made up of the programme fee at the quoted rate, plus expenses, plus VAT. The programme fee covers the provision, computer hardware and software, video films, and course tutor, based on the specified number of delegates and the specified duration of the course. Travel time in excess of two hours each way will be separately chargeable to the main programme fee. 50% of the course fee is payable upon confirmation of the programme, the balance will be invoiced upon completion of the individual programme concerned. A separate charge is made for handouts at 16p a page, plus binding at cost.

5. Expenses: Mileage is charged at current rates, other travel, accommodation and subsistence at cost.

6. Facilities to be provided by Client: The Client is responsible for providing the appropriate training accommodation, together with flip chart/stand/pens, VHS playback machine and other equipment as specified in the confirmation of booking.

7. Delegates: Delegate numbers may not exceed that specified in the confirmation of booking without our prior consent. Some programmes can not be run effectively with more than a given number of delegates; for other programmes additional delegates are acceptable if additional course tutors are provided. In the latter case our consent will depend on additional fees being agreed for the provision of additional tutors.

8. Residential courses: The Client shall where specified in the confirmation of booking provide accommodation and meals for the course tutor(s) on the evening immediately preceding the start of the programme and throughout its duration.

9. Rescheduling and cancellation: The Client may only re-schedule a confirmed course with our approval and consent, and provided always that the Client gives at least twelve weeks' prior notice in writing of the request to re-schedule. If the Client cannot accept any available dates offered within the period of six months from the originally scheduled start date of the course, that course will be regarded as having been cancelled. If rescheduling can be achieved, the Client shall be invoiced for the programme fee at the earlier of the actual completion of the course or

the originally scheduled completion of the course. If a confirmed booking is cancelled, the full programme fee (+ VAT) will be payable and will be invoiced on the originally scheduled completion date.

10. Payment terms: We may invoice fees and expenses on completion of the programme or on completion of each course in a programme or on scheduled completion of a programme as appropriate. Invoices are payable within 10 days.

11. Copyright: We retain the copyright in all materials included or presented in the programme.

12. Exclusion and limitation of liability: Our fee rates are determined on the basis of the limits of liability set out in these Terms of Business. Before contracting for work to be done, the Client may request that we agree to a higher limit of liability (provided insurance cover can be obtained therefor), in which case our fee rates may be adjusted upwards.

Any personal liability of any of our directors, partners, employees, agents or sub-contractors arising in any way out of the performance or non-performance of services is hereby expressly excluded.

We shall have no liability for any indirect or consequential losses or expenses suffered by the Client, however caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

Subject to the terms of the next paragraph, our aggregate liability to the Client, whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the provision of the services which gives rise to such liability in respect of any occurrence or series of occurrences.

Nothing in these Terms shall be interpreted as excluding or restricting any legal liability on us for death or personal injury resulting from our negligence or the negligence of our employees, agents or sub-contractors.

13. Force majeure: We will not be liable for failure to provide services where it is not reasonably practicable to do so due to circumstances beyond our control.

14. Interest: We reserve the right to charge interest on overdue amounts at the rate of 30% per annum (our unauthorised overdraft rate from the bank). Subsequent payments will be applied to interest and finance charges first, and then applied to fees/costs outstanding.