

## 1. Interpretation

### 1.1. In these Conditions:

"CLIENT" means the person named on the Contract for whom RDT OR RDG has agreed to provide the Service in accordance with these Terms;

"CONTRACT" means the contract for the provision of the Service entered into between RDT OR RDG and the Client;

"COURSES" means any and all training courses provided by RDT OR RDG for the client.

"DOCUMENT" includes, in addition to a document in Writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;

"INPUT MATERIAL" means any Documents or other materials, and any data or other information provided by the Client relating to the Service;

"OUTPUT MATERIAL" means any Documents or other materials, and any data or other information provided by RDT OR RDG relating to the Service;

"RDT" means Results Driven Training Limited of Rosegarth, Cumberhills Road, Duffield, Belper, Derbyshire, DE5 64HA;

"RDG" means Results Driven Group Limited of Rosegarth, Cumberhills Road, Duffield, Belper, Derbyshire, DE5 64HA;

"SERVICE" means the service to be provided by RDT OR RDG for the Client and referred to in the Contract;

## 2. Supply of the Service

2.1. RDT or RDG shall provide the Service to the Client subject to these Terms. Any changes or additions to the Service or these Terms must be agreed in Writing by RDT or RDG and the Client.

2.2. The Client shall at its own expense supply RDT or RDG with all necessary Documents or other materials, and all necessary data or other information relating to the Service, within sufficient time to enable RDT or RDG to provide the Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

2.3. The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. RDT or RDG shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.

2.4. The Service shall be provided in accordance with the Contract and subject to these terms.

2.5. Further details about the Service, and advice or recommendations about its provision or utilisation, which are not given in the Contract can be made available by RDT or RDG on written request.

2.6. RDT or RDG may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Service without any liability to the Client.

2.7. RDT or RDG may at any time without notifying the Client make any changes to the Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Service.

## 3. Charges

3.1. Subject to any special terms agreed, the Client shall pay the RDT or RDG's Charges as set out in the Contract and any additional sums which are agreed between RDT or RDG and the Client for the provision of the Service or which, in RDT or RDG's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.

3.2. All charges quoted to the Client for the provision of the Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.3. RDT or RDG shall be entitled to invoice the Client prior to the Service being provided, or at other times agreed with the Client.

- 3.4. RDT or RDG's Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of RDT or RDG's invoice.
- 3.5. If payment is not made on the due date, RDT or RDG shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 6% above the base rate from time to time of Barclay's Bank plc from the due date until the outstanding amount is paid in full.
- 3.6. If a delegate on a qualification course fails to pass their assignment after being marked twice, then for each subsequent marking there will be an admin charge of £50 plus VAT per assignment, payable before the assignment is marked again.
4. **Rights in Input Material and Output Material**
  - 4.1. The property and any copyright or other intellectual property rights in:
    - 4.1.1. any Input Material shall belong to the Client
    - 4.1.2. any Output Material shall, unless otherwise agreed in Writing between the Client and RDT or RDG, belong to RDT or RDG, subject only to the right of the Client to use the Output Material for the purposes of utilising the Service.
  - 4.2. Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by RDT or RDG, and all Output Material or other information provided by RDT or RDG which is so designated by RDT or RDG shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
  - 4.3. The Client warrants that any Input Material and its use by RDT or RDG for the purpose of providing the Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify RDT OR RDG against any loss, damages, costs, expenses or other claims arising from any such infringement.
  - 4.4. Subject to paragraph 4.3, RDT or RDG warrants that any Output Material and its use by the Client for the purposes of utilising the Service will not infringe the copyright or other rights of any third party, and RDT or RDG shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.
5. **Courses**
  - 5.1. This Clause 5 relates to all Courses provided by RDT or RDG for and on behalf of the Client.
  - 5.2. RDT or RDG accepts bookings for Courses by e-mail and will confirm all such bookings to the e-mail address provided by the Client.
  - 5.3. RDT or RDG will invoice the Client in respect of a booked Course at the time of booking. Payment for Courses must be paid within any credit period agreed by RDT OR RDG but in any event no later than 7 days prior to the commencement of the Course.
  - 5.4. Cancellation: Right to cancel. The Client can cancel their booking in writing within 14 days of receipt of confirmation of booking and receive a full refund where payment has been made.
  - 5.5. If written notice to cancel is received by RDT or RDG after 14 days of receipt of confirmation of booking and at least 28 days before the commencement of a Course that the Client wishes to cancel the Client shall be required to pay to RDT or RDG at least 50% of the Course fee. In the event that the Client cancels the Course without the requisite minimum notice the Client shall be required to pay to RDT or RDG the full cost of the Course.
  - 5.6. RDT or RDG reserves the right to vary or cancel a Course or to change the venue of the Course where necessary without liability to the Client.
  - 5.7. Neither RDT or RDG nor its presenters, consultants or agents will be liable by reason of breach of contract, negligence or otherwise for any loss or consequential loss occasioned to any person acting, omitting to act or refraining from acting in reliance upon any Course material or presentation of the Course or arising from or connected with any error or omission in the Course material or presentation of the Course. For the purposes of this Clause 5.6 "consequential loss" shall include

but not be limited to any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable to any third party or any other indirect or consequential losses.

- 5.8. Data Protection: RDT or RDG may periodically contact the Client with details of Courses and services and may pass to Clients details of other companies within the RDT or RDG group and selected clients. Clients shall write to RDT or RDG if they do not wish to be notified or contacted in this way.

## 6. Warranties and Liability

- 6.1. RDT or RDG warrants to the Client that the Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract and at the intervals and within the times referred to in the Contract. Where RDT OR RDG supplies in connection with the provision of the Service any goods (including Output Material) supplied by a third party, RDT or RDG does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to RDT or RDG.
- 6.2. RDT or RDG shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 6.3. Except in respect of death or personal injury caused by RDT or RDG's negligence, or as expressly provided in these Terms, RDT or RDG shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of RDT or RDG, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service or its use by the Client, and the entire liability of RDT or RDG under or in connection with the Contract shall not exceed the amount of RDT or RDG's charges for the provision of the Service, except as expressly provided in these Terms.
- 6.4. RDT or RDG shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the RDT or RDG's obligations in relation to the Service, if the delay or failure was due to any cause beyond RDT or RDG's reasonable control.

## 7. Termination

- 7.1. Either party may (without limiting any other remedy) at any time terminate the Contract by giving Written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by Written notice to do so, or if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986).

## 8. General

- 8.1. These Conditions (together with the terms, if any, set out in the Contract) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 8.2. A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 8.3. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 8.4. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

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- 8.5. English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

Last Updated: 05 November 2019