



## STANDARD TERMS AND CONDITIONS SUPPLY OF TRAINING SERVICES, GOODS, PRODUCTS AND EQUIPMENT

**Effective Date:** 01<sup>st</sup> March 2026

**Company Details:** International Special Training Facility Covert Operations Limited (ISTF) registered in England & Wales with company number 9798662.

All International Special Training Facility Covert Operations Limited ("Company") products and services ("Goods" and "Services") are supplied to clients subject to the following Terms and Conditions of Sale ("Conditions"), which shall prevail despite any indication to the contrary given by any person acting or purporting to act on this Company's behalf and any terms that the client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. By placing an order for such Services, the client accepts the terms set out herein and agrees to be bound by the Conditions, to the exclusion of any others. Any variations to the terms set out in this contract require our written confirmation (including all representations or understandings which may conflict with any of them).

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions ("Terms"):

- "Company" means the party providing training services, goods, products and/or equipment.
- "Client" means the person, firm or company purchasing such services or goods.
- "Contract" means any agreement between the Company and the Client incorporating these Terms.
- "Services" means any training, consultancy or related services provided by the Company.
- "Goods" means any products or equipment supplied by the Company.
- "Disbursements" means periphery items which are not included in the Order but which the Company may from time to time agree to assist the Client to arrange, such as (but not limited to) accommodation for course participants, car hire or transport from airport to Training Premises.
- "VAT" means value added tax payable under the Value Added Tax Act 1994 and all related provisions, amendments, orders and regulations.

1.2 These Terms shall apply to all Contracts unless otherwise agreed in writing.

### 2. GENERAL CONDITIONS

#### 2.1 Basis of Contract

- a) The Order constitutes an offer by the Client to purchase Goods or Services or Goods and Services in accordance with these Conditions.
- b) The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date").
- c) From the Commencement Date, the Client will be bound by these Conditions and will not be entitled to change its Order.
- d) Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- e) These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- f) Any quotation or training proposal given by the Company shall not constitute an offer and is only valid for a period of 30 days from its date of issue, unless otherwise agreed in writing.
- g) All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- h) The Client waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Client that is inconsistent with these Conditions.

#### 2.2 Quotation & Acceptance

Any quotation provided by the Company is an invitation to treat and not an offer.

Quotations are valid for 30 days unless otherwise specifically stated on the quotation.

The Client will issue a Purchase Order confirming their acceptance, if the client does not issue a Purchase Order, an email from an authorised position within the business with a business email address is acceptable.

The Company can withdraw a quotation any time prior to its acceptance.

The Company may refuse the Client's acceptance of the quotation if the acceptance is not within the specified period of validity of the Quotation

The Client's orders are not binding for the Company until the Company has issued a written order confirmation / acknowledgment to the Client.

A Contract is formed only when the Company accepts an order in writing

These Terms override any conflicting terms proposed by the Client unless expressly agreed.

#### 2.3 Pricing

The prices of Goods or Services are as per the quotation.

All quotations, invoices, and payments under this agreement shall be issued and made in British Pounds Sterling (GBP). Unless otherwise agreed in writing, all prices are fixed in GBP and any currency conversion, fees, or charges incurred by the payer shall be the responsibility of the payer.

Prices are exclusive of VAT unless explicitly stated otherwise.

#### 2.4 Payment Terms

The Client will settle any amounts due to the Company within the days specified on such invoice ("Due Date").

Invoices for Services will be raised on completion of the order, unless otherwise agreed.

Invoices for Goods will be raised as per the agreed terms on the Quotation, namely prior to delivery of the goods.

Milestone payments may be agreed, and will be discussed during the quoting phase, to which a milestone payment plan will be agreed and invoiced as per the scheduled payment dates.

If the client fails to make a payment due to the Company under the Contract by the due date, late payments may incur interest at [4] % above the Bank of England base rate.

#### 2.5 Delivery

Unless otherwise agreed in writing, delivery terms will be started within the quotation, and Delivery of the goods shall be made in accordance with EXW (Ex Works)

Incoterms 2020

Other forms of delivery method that maybe used include Delivery – DAP (Delivered at Place).

An estimated delivery lead-time will be confirmed after the order confirmation has been issued and /or full payment has been received.

### 3. SPECIFIC PROVISIONS FOR TRAINING SERVICES

The Company shall provide the Services with reasonable skill and care.

Training dates, locations, and content shall be as agreed, but the Company reserves the right to make reasonable changes.

The Client shall ensure that all participants meet any prerequisites and comply with health and safety requirements.

The Company shall use all reasonable endeavors to meet any performance dates for the Services specified in the Training Proposal or any other document, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

The Company reserves the right to cancel or postpone the date for provision of the Services, at its sole discretion, in accordance with Clause 3.1. In such circumstances the Company shall not be liable for any loss or expense arising to the Client as a result of the cancellation.

The Company shall only provide the Services to the number of Course Participants listed in the Order. Attendee numbers cannot be increased by the client. If the client wishes to increase the number of Course Participants on a Course, it must place a separate Order for the extra Course Participants at least 14 days prior to the Course Date to enable the Company to increase staffing and equipment to accommodate the extra Course Participants. Any request for extra Course Participants on the Course Date will be refused.

The quotation does not include pricing for Client Flights and or Accommodation or any required Hire Vehicles and this will be the Client's responsibility.

The Company reserves the right to amend the Training Proposal if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Client in any such event.

#### Disbursements

The Company is not obliged to assist the client with disbursements, and such items are expressly excluded from the Order. However, if the Company at its sole discretion agrees to arrange for the provision of disbursements on behalf of the Client, these Conditions will apply.

Any disbursements that are paid for by the Client prior to the delivery of the Services are not refundable if the Training Course is cancelled or postponed. The Client agrees that the assistance of the Company in arranging any disbursements on the Client's behalf is entirely at its own risk and in the event of non-delivery of the Services (or cancellation or postponement of a Training Course), the Company will not be liable for any losses suffered by the Client in relation to the disbursements.

#### Client Obligations (Services Delivered at the Client's Location)

- (a) The Client shall:
- (b) Provide accurate and complete information;
- (c) Ensure a safe and suitable training environment;
- (d) Use Goods in accordance with instructions;
- (e) Comply with all applicable laws and regulations.

- (i) ensure that the terms of the Order and any information it provides in the Training Proposal and the Goods Specification are complete and accurate;
  - (ii) co-operate with the Company in all matters relating to the Services;
  - (iii) provide the Company, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Company to provide the Services;
  - (iv) provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - (v) prepare the client's premises for the supply of the Services;
  - (vi) obtain and maintain all necessary licenses, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - (vii) comply with all applicable laws, including health and safety laws;
  - (viii) keep all materials, equipment, documents and other property of the Company (Company Materials) at the clients premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
  - (ix) comply with any additional obligations as set out in the Training Proposal and the Goods Specification.
- (f) If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
- (i) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
  - (ii) the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this Clause; and
  - (iii) the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

### 3.1 Cancellation of Contract for Provision of Services

- (a) The Client may not cancel an Order for the supply of Services.
- (b) The Company may cancel the Contract for the provision of Services, or change the date of provision of the Services, at its sole discretion. In such circumstances the Company will use reasonable endeavors to provide reasonable notice of cancellation or change to the Client.
- (c) If the Company elects to cancel the Contract for the provision of Services, the Client will be entitled to a full refund of the course fee, which shall be refunded by the Company within 30 days from the date of cancellation, but the Company shall not be liable for any other loss or expense arising.
- (d) The Client may not cancel a Contract for the provision of Services, except in accordance with clause 3.1 (e) below.
- (e) Notwithstanding Clause 3.1 (d), if the Client wishes to cancel a Contract for the provision of Services, the following terms apply:
  - (i) If the Client gives written notice of cancellation to the Company more than 14 days prior to the Course Date, the Company will refund 50% of the Course Fee. The refund shall be paid by the Company to the Client within 30 days of the date of cancellation.
  - (ii) If the Client cancels the Contract for the provision of Services less than 14 days prior to the Course Date, or a Course Participant does not attend the Training Premises on the Course Date, the Client will forfeit the full Course Fee and will pay the entire Course Fee to the Company within 30 days of the issue by the Company of an invoice.
  - (iii) for Service Personnel only, if the Client is unable to attend the scheduled date for provision of the Services due to unforeseen operational deployment, the Company will hold any deposit paid by the Client in respect of the deployed Service Personnel only for a 3-month period from the date of notice of cancellation, within which time the Client must re-book the course. If the Client is unable to agree a suitable date for provision of the Services to the Service Personnel within the 3-month timeframe, then the deposit will be forfeited and retained by the Company.

### 3.2 Postponements

*Service Personnel only, if the Client is unable to attend the scheduled date for provision of the Services due to unforeseen operational deployment, the Company will hold any deposit paid by the Client in respect of the deployed Service Personnel only for a 3-month period from the date of notice of cancellation, within which time the Client must re-book the course. If the Client is unable to agree a suitable date for provision of the Services to the Service Personnel within the 3-month timeframe, then the deposit will be forfeited and retained by the Company.*

### 3.3 Training Courses

The contents of course schedules are intended for general guidance only and do not form any part of a contract. The Company reserves the right to make any reasonable variations to its courses, including the content and location of the courses, without notice.

The indication of course availability and location shown on the Company website is for general guidance and does not form any part of the Contract. The client must contact the Company before making any travel or accommodation arrangements as the Company will not be liable for any action that the client or a Course Participant may take in reliance on the information.

It is the responsibility of the client to ensure that each Course Participant meets the prerequisites of the Training Course on which they are booked, and that the course content meets their requirements.

Unless otherwise indicated, all courses are delivered solely in English, and all Course Participants must be sufficiently proficient in English language before attending a course.

The Company reserves the right to refuse admission on the Training Premises to any client or Course Participant whom they consider in their absolute discretion to be unsuitable for admission onto the Training Premises or to remove any such person after the commencement of a Training Course.

Clients and Training Participants may be refused course entry if not in possession of the listed and/or required photo ID, visa paperwork, or other regulatory documents such as valid passport, driving license, military/police/government ID card, at the Company's absolute discretion.

It is the client or the Course Participant's responsibility to ensure that Course Participants are free from any condition which would affect their capability to undertake a Training Course, and that they have the aptitude to cope with an intensive course of study.

It is the client or the Course Participant's responsibility to inform their instructors of any / all medication taken while under the Company's care.

### 3.4 Late Arrivals / Missed Sessions

If a Course Participant arrives late for a course or is absent from any session, for any reason, the Company reserves the right to refuse to accept that Course Participant for training if it feels that the Course Participant will gain insufficient knowledge or skill in the time remaining. In all such cases, the full course fee remains payable.

Non-Attendance – if the client, or their representatives fail to attend a training course and have not previously informed or notified the company, the full course fee will remain payable.

### 3.5 Payments Terms – Training Services

The price for Services:

- (i) shall be the price set out in the Order or the Training Proposal or the list price of the Company at the Confirmation Date unless otherwise stated; and
- (ii) the Company shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Client for the performance of the Services, and for the cost of any materials.
- (iii) The company shall invoice the client at any time after the commencement date.
- (iv) Unless otherwise agreed in writing by the company, the client shall pay each invoice submitted by the company within 30 days of the date of the invoice
- (v) For disbursements, payment must be made prior to the company incurring the cost on behalf of the client.
- (vi) The price for Disbursements shall be the price charged by the end provider of the Disbursement, plus any reasonable uplift applied by the Company in respect of its time incurred in arranging the provision of the Disbursement on the Client's behalf, charged on an hourly basis.

## 4. SPECIFIC PROVISIONS FOR GOODS

a) The Goods are described in the Company's catalogue as modified according to the terms of the Order and/or the Goods Specification.

b) The Company reserves the right to amend:

- (i) the Goods Specification if required by any applicable statutory or regulatory requirement; or
- (ii) all component and subsystem specifications prior to delivery to reflect design changes or to resolve problems arising due to obsolescence, and the Company shall be free to do so provided that deliverable documentation is amended to reflect the delivered build standard. Changes to the performance or interface specifications of the complete Goods that affect form, fit and function shall require the prior written approval of the Client, which shall not be unreasonably withheld.

c) The Company will only supply Goods as listed in the Order. If after the Commencement Date the Client requests the provision of Goods which are not set out in the Order, including but not limited to training aids, technical equipment and other supplies, the Client must request a new Quotation from the Company for such items and a separate Order will be made. Payment may be claimed prior to the order/delivery of any materials being placed. The Company will not accept requests from a Client or a Course Participant for new Orders for the supply of Goods on or after the relevant Course Date.

#### 4.1 Import Requirements

- a) The Client shall be responsible for obtaining any import license, certificate of origin or other documentation for the importation of the Goods or Services and shall be liable for any duty, tax, imposts or outlays of whatsoever nature levied by the Authorities in the United Kingdom or abroad for, or in connection with, the Goods or Services either when the Goods or Services are initially delivered or supplied to the Client or when the Goods or any part of them are returned to the Client by the Company after repair, alteration or servicing and for payments, fines, expenses, costs, charges, losses or damages incurred or sustained by the Company in connection therewith.
- b) If the Client fails to obtain any necessary import license or other documentation in due time or fails to provide any of the documents within the time limit stipulated by the Contract the Company shall have the right either to postpone delivery or to cancel the Contract in whole or part without being under liability to the Client but the Client shall be liable for any loss (including loss of profit) or expense suffered or incurred by the Company as a result of such failure, including the payment of interest on the Total Contract Price remaining outstanding from the available date of shipment until the actual date of shipment or payment (whichever is sooner) at the Contract rate.

#### 4.2 Delivery of Goods

- a) The Company shall deliver, or cause to be delivered, the Goods to the Training Premises as set out in the Order or such other location as the parties may agree (End Destination) at any time after the Company notifies the Client that the Goods are ready.
- b) Delivery of the Goods shall be completed on the completion of loading of the Goods at the Delivery Location.
- c) Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Company reserves the right to cancel or postpone any Training Course if the Goods have not arrived at the End Destination prior to the Course Date. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Client's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- d) If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Client's failure to provide the Company or any third-party delivery service with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- e) The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.

#### 4.3 Quality of Goods

- (a) The Company warrants that on delivery, the Goods shall:
- (i) conform in all material respects with their description and any applicable Goods Specification; and
  - (ii) be free from material defects in design, material and workmanship.
- (b) The Company shall use reasonable endeavours to ensure the accuracy of all descriptions, diagrams and other information contained in the Deliverables. The Company's liability for any inaccuracy or deficiency therein shall be limited to supplying or disclosing such further descriptions, diagrams and other information as are necessary to correct the inaccuracy or deficiency. No other warranties, whether express or implied are given by the Company in respect of the documentation or other data deliverables required under this Contract.
- (c) Subject to Clause 4.3 (e), if:
- (i) the Client gives notice in writing to the Company within 7 days of delivery of the Goods that some or all of the Goods do not comply with the warranty set out in Clause 4.3 (a); and
  - (ii) the Company is given a reasonable opportunity of examining such Goods; and
  - (iii) the Client (if asked to do so by the Company) returns such Goods to the Company's place of business by the method of transport specified by the Company, at the Client's risk, tracked and signed for with appropriate insurance cover, at the Client's cost, the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full;
- (d) Where a wrong quantity of Goods is delivered, the Client shall be entitled to reject only those Goods that are in excess of the total quantity ordered always provided that the Client shall have notified the Company in writing of its intention to reject the Goods within seven (7) days of receipt thereof.
- (e) It is the Client's sole responsibility to check that the correct quantity and quality of Goods have been delivered to the End Destination in accordance with clause 4.3 (c) and to notify the Company if any Goods are missing or damaged. If the Goods do not match the Goods Specification and the Company is not notified in sufficient time prior to the Course Date to replace the Goods, then the Company will be unable to deliver the Services on the Course Date. If the Client fails to comply with this clause and the Company is unable to provide the Services due to a deficiency in the Goods, the Client will remain liable for the Total Contract Price.
- (f) The Company shall not be liable for the Goods' failure to comply with the warranty set out in Clause 4.3 (a) if:
- (i) the Client makes any further use of such Goods after giving a notice in accordance with Clause 4.3 (c);
  - (ii) the defect arises because the Client failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - (iii) the defect arises as a result of the Company following any drawing, design or specification supplied by the Client;
  - (iv) the defect arises as a result of non-compatibility of the Goods with related third-party products;
  - (v) the Client alters or repairs such Goods without the written consent of the Company;
  - (vi) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
  - (vii) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
  - (viii) the Client has not notified the Company within 7 days of receipt of the Goods that the Goods do not comply with the warranty set out in Clause 4.3 (a).
- (g) Except as provided in this Clause 4.3, the Company shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in Clause 4.3 (a).
- (h) These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

#### 4.4 Cancellations of Contract for Supply of Goods

- (a) The Client may not cancel an Order for the supply of Goods.
- (b) Notwithstanding clause 4.4 (a) above, the Client may make a written request to the Company to cancel an Order for the supply of Goods. If the Company, at its sole discretion, chooses to accept a request for cancellation, the Client undertakes to indemnify the Company against all losses, including cost of all labour, materials, overheads, damages, charges and expenses arising out of the Order and its cancellation.
- (c) If a request by the Client for cancellation of an Order for the supply of Goods in accordance with clause 4.4 (b) above is accepted by the Company, it shall invoice the Client in respect of its losses and the Client shall accept the invoice and make payment into the Company's nominated account within 30 days of the date of the invoice.

#### 4.5 Payment Terms – Goods

- (a) The price for Goods:
- (i) shall be the price set out in the Order or, if no price is quoted, the price set out in the Company's published price list as at the date of delivery; and
  - (ii) shall be exclusive of all costs and charges of insurance and transport of the Goods, which shall be invoiced to the Client.

The Company reserves the right to:

- (i) increase the price of the Goods, by giving notice to the Client at any time before delivery, to reflect any increase in the cost of the Goods to the Company that is due to:
  - a. any factor beyond the control of the Company (including but not limited to foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - b. any request by the Client to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
  - c. any delay caused by any instructions of the Client in respect of the Goods or failure of the Client to give the Company adequate or accurate information or instructions in respect of the Goods.

In respect of Goods and/or Services, the Company shall invoice the Client at any time after the Commencement Date.

Unless otherwise agreed in writing by the Company, the Client shall pay each invoice submitted by the Company:

- o For Services, within 30 days of the date of the invoice;
- o For Goods, within 30 days of the date of the invoice, or prior to delivery of the Goods to the Delivery Location, whichever is earlier;

For Disbursements, prior to the Company incurring the cost on behalf of the Client; in full and in cleared funds via international bank transfer to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.

All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Client, the Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods. If the Client fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under Clause 4.5, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

The Company will not be responsible for late delivery of products, consumables, tools and equipment required to run training where the client has in writing requested items be purchased on their behalf. The instructing party (the client) will remain liable for the Total Contract Price.

The Company will not be held responsible for those items delayed or lost in transit or held/seized by customs or any other authorities. The instructing party (the Client) will remain liable for the Total Contract Price.

Should the items within the contract, including training consumables, products, tools and equipment be delayed and/or not received in due time the instructing party (the Client) will remain liable for the Total Contract Price.

#### 5. OTHER CONDITIONS

##### 5.1 Intellectual Property Rights

- (a) All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client), including any Intellectual Property that is developed or produced jointly during the course of the provision of the Services, shall be owned by the Company.
- (b) The Company grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables during the Training Course.



- (c) The Client shall not copy, distribute or make available in whole or in part to third parties or re-use the Deliverables or the Intellectual Property, which shall be used only to enable the Client to properly participate in the Training Session. The Client shall not sub-license, assign or otherwise transfer the rights granted by Clause 5.1(b).
- (d) The Client grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Client to the Client for the term of the Contract for the purpose of providing the Services to the Client.
- (e) The Client and/or Course Participants are not permitted to:
- (i) take still or video imagery of the inside or outside of the Training Premises, this includes all training materials displayed on the internal walls.
  - (ii) to video or record audio conversations in any context during or at any time within the Training Premises or during any classroom sessions, including practical training sessions at any time during the duration of the course.
- (f) The Client will be responsible for any and all damages resulting from unauthorised use of the Intellectual Property.

#### 5.2 Confidentiality

Each party shall keep confidential any proprietary or sensitive information received from the other. This obligation shall survive termination of the Contract.

#### 5.3 Data Protection

Both parties shall comply with applicable data protection laws, including the UK GDPR. Personal data shall be processed only as necessary for the performance of the Contract.

#### 5.4 Liability & Limitations

- (a) The Company has in place a policy of public liability insurance with a limit of £10,000,000, a copy of which can be issued to the Client on request.
- (b) The restrictions on liability in this Clause 5.4 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- (c) Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (i) death or personal injury caused by negligence;
  - (ii) fraud or fraudulent misrepresentation;
  - (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
  - (iv) defective products under the Consumer Protection Act 1987.
- (d) Subject to Clause 5.4(c), the Company's total liability to the Client shall not exceed the sums already paid by the Client under the Contract in respect of Goods and Services actually supplied by the Company, whether or not invoiced to the Client.
- (e) Subject to Clause 5.4(c), the following types of loss are specifically and wholly excluded:
- (i) any proceedings or prosecutions brought or instigated against any person or body as a result of the use or misuse of any information taught, or any loss, injury or damage caused thereby, after leaving the controlled training environment of the Company;
  - (ii) loss of profits;
  - (iii) loss of sales or business;
  - (iv) loss of agreements or contracts;
  - (v) loss of anticipated savings;
  - (vi) loss of use or corruption of software, data or information;
  - (vii) loss of or damage to goodwill; and
  - (viii) indirect or consequential loss.
- (f) This Clause 5.4 shall survive termination of the Contract

#### 5.5 Termination

- (a) Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (i) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction
  - (ii) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (iii) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- (b) Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- (c) Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in Clause 5.5 (a)(i) to Clause 5.5 (a)(iii), or the Company reasonably believes that the Customer is about to become subject to any of them.

#### 5.6 Consequences of Termination

- (a) On termination of the Contract:
- (i) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - (ii) the Customer shall return all of the Company Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- (b) Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- (c) Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

#### 5.7 Force Majeure

Neither party shall be liable for failure or delay caused by events beyond reasonable control, including but not limited to natural disasters, strikes, or government actions, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, pandemic, epidemic, an act of terrorism and national emergencies.

#### 5.8 Notices

Any notice given to a party under or in connection with the Contract shall be in writing and shall be sent by email to the following addresses or an address substituted in writing by the party to be served:

- (i) Company: addresses provided on the contract agreement
- (ii) Client: email address as notified on the purchase order

Any notice shall be deemed to have been received, if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, and arbitration or other method of dispute resolution.

#### 5.9 Severance

Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this Clause 23 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

#### 5.10 Waiver

- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

#### 5.11 No Partnership

No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

#### 5.12 Entire Agreement

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

#### 5.13 Third Party Rights

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

#### 5.14 Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

#### 5.15 Applicable Law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

#### 5.16 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

#### 5.15 Amendments

Any amendment to the Contract must be in writing and signed by an authorised signatory of both Parties.