



Enterprise Security & Safety Training LTD – Terms & Conditions

1. DEFINITIONS

“Goods” means any goods and/or services provided by the Company “ESST Ltd” as ordered by the Customer.

“Customer” means the person, firm or company placing an order with the Company

2. APPLICATION

These terms and conditions apply to any provision of services or materials by the Company to the Customer.

3. FORMATION OF CONTRACT

All Goods and services sold by the Company are sold subject to the Company’s standard terms and conditions (as detailed below) which form part of the Customers contract with the Company. Terms and conditions on the Customers order form or other similar document shall not be binding on the Company.

4. QUOTATIONS

4.1 The prices, quantities and delivery time stated in any quotation are not binding on the Company. They are commercial estimates only which the Company will make reasonable efforts to achieve.

4.2 Were the Customer requires a Purchase Order Number quoted prior to payment of invoices these must be provided at the point of confirming services or goods.

5. RIGHT TO SUB CONTRACT

Subject to informing or obtaining such consent of the Customer as may be required, the Company shall be entitled to sub-contract all or any part of the work.

6. TIMETABLE

The Company will use its best endeavours to supply the services or materials to the Customer within the quoted time but time will not be of the essence of the contract.

7. COPYRIGHT

The Customer acknowledges that the rights to the Goods are owned by the Company and that the Goods are protected by United Kingdom copyright laws, international treaty provisions and all other applicable national laws.

8. RISK OF LOSS

The risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods.

9. PAYMENTS

9.1 All invoices of the Company shall be paid by the Customer within thirty one (31) days of the date of invoice unless otherwise agreed in writing by the Company. In the event of late payment, the Company may charge interest on the amount outstanding before and after judgement at the rate of four (4) percent above the Base Rate of Barclay's Bank plc in force from time to time from the due date until the date of payment. For invoices unpaid 31 days after the due date, the Company may also impose an administration charge of £40.00

9.2 If any amount of the invoice is disputed by the Customer the Customer shall inform the Company of the grounds for such dispute within seven days of receipt of the invoice and shall pay to the Company the value of the invoice less the disputed amount in accordance with these payment terms.

9.3 Where the Company requires payment of a deposit, the Customer acknowledges that the deposit is not returnable.

9.4 All fees are exclusive of value added taxes which will be added to invoices where appropriate at the current rate.

9.5 The Company reserves the right to increase a quoted fee in the event that the client requests a variation to the work agreed.

10. CANCELLATION & AMENDMENTS

10.1 In the event of a Cancellation or Amendments of the Order by the Customer the following conditions will apply.

10.2 Courses cancelled within (1) one week will be charged at 50% of the quoted value plus VAT.

10.3 Reductions to confirmed allocated training days notified within (1) one week of course confirmation can not be accepted and the full quoted course rate will be payable.

10.4 In the event of any costs, charges and expenses already incurred by the Company for any service or product due to the cancellation of any order these will be reimbursed to the Company by the Customer.

10.5 Should any candidate commence a License to Practice course but is not able to satisfy the identification criteria and is therefore not eligible to take the course no refund on charges will be made. This clause also applies to candidates that commence but do not complete any course.

11. DELIVERY

11.1 Delivery by the Company will be deemed to have taken place when the materials are handed to the custody of the Customer at his premises or to a deputed messenger or courier when posted. The Company will be entitled to charge the Customer for any expenses of delivery.

11.2 If an order is, at the Client's request, sent electronically, the time recorded on the sending equipment shall be deemed the time of delivery.

11.3 It is the responsibility of the Customer to ensure that candidates for License to Practice courses hold the correct and appropriated documentation.

11.4 It is the responsibility of the Customer to ensure that any venue supplied for training is conducive to an environment fit for learning and that adequate



provisions for refreshments and facilities are made available. In the event that these are not met courses may be cancelled at the discretion of the Company

12. NOTICE

All written notices to be served on or given to the Customer shall be sent or delivered to the client's principle place of business and shall be treated as having been given upon receipt.

13. LOSS OR DAMAGE TO SUPPLIES

The Company will take all reasonable steps to ensure the protection from loss, damage or destruction of the services or materials it supplies to the Customer (or which may be received from the Customer).

14. USAGE OF THE SERVICES OR MATERIALS

14.1 Unless agreed and indicated in writing by the Company, the Customer (and their clients) shall be entitled to use the services and materials provided (i.e. the samples) only for the purpose of conducting market research to be carried. The Customer shall not otherwise be entitled to store, pass on (whether to his/her client or other person) or use these services and materials.

14.2 The Customer shall bear responsibility for ensuring that all usage of information contained within any samples is in accordance with and does not contravene any Data Protection or other laws, regulations or other trade customs and practices. The Company bears no liability for any omissions or faults in these respects.

15. CONFIDENTIALITY

Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material. This provision shall not, however, apply to information or material which is or becomes public knowledge other than by breach by a party of this clause.

16. EMPLOYMENT OF PERSONNEL

Subject to the prior written consent of the Company the Customer shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with delivery of the Goods.

17. WARRANTY

17.1 The Company warrants that it has the right to provide the Goods but otherwise the Goods are provided on an "as-is" basis without warranty of any kind, express or implied, oral or written including, without limitation, the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Goods are suitable for the purposes intended by the Customer.

17.2 The Company warrants that the Goods will be supplied using reasonable care and skill. The Company does not warrant that the Goods supplied are error-free, accurate or complete.

17.3 Both parties warrant that they are registered under the Data Protection Act in respect of the collection, processing and use Goods or Materials supplied. Each party will comply with the Act including but not limited to its obligations in respect of any personal data which it may supply to or receive from the other party.

17.4 The Customer acknowledges that the Company is required to uphold at all times, in letter and in spirit, the British Codes of Advertising and Sales Promotion.

18. LIMITATION OF LIABILITY

18.1 The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods or Services.

18.2 Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.

18.3 The Customer shall fully indemnify the Company against any liability to third parties arising out of the Customers use of the Goods.

19. FORCE MAJEURE

The Company will not be liable to the Customer for any loss or damage suffered by the Customer as a direct result of the Company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

20. GOVERNING LAW

These Terms of Trading shall be subject to and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts