

Red One Limited Terms and Conditions

Terms and Conditions for the Provision of Training

Updated: 01 August 2023

1. Definitions

1.1. The following definitions apply in these Conditions:

Authority

Means the Devon and Somerset Fire Authority.

Company Equipment

Means any equipment, including laptops, computers, projectors, screens, cabling, tools, systems, facilities, PPE and operational and other training equipment provided by the Company or its subcontractors for use directly or indirectly in the supply of the training.

Company

Means Red One Limited, company number 07379630, whose registered address is: Devon Transport Centre, Red One Offices, Westpoint, Clyst St Mary, Exeter, EX5 1DJ.

Conditions

The clauses, terms and conditions as provided herein.

Confidential Information

Means any confidential information which is disclosed, or made available, by the Company to the Customer whether before, on or after the date of the Contract, which is designated in writing as confidential or would appear to a reasonable person to be confidential and which relates to the Company's or the Authority's business including its business methods, corporate plans or intentions, management systems, finances, new business opportunities, operations, processes, trade secrets, know how, personnel, suppliers and customers, and potential suppliers and customers and any information in respect of which the Company owes an obligation of confidentiality to any third party and including information that the Company creates or develops in connection with the Contract, and all information derived from any of the above together with the existence or provisions of the Contract and any negotiations relating to it.

Contract

Means the agreement between the Company and the Customer for the supply of the Training, made up of the Contract Documentation.

Contract Documentation

Means:

- a) The Conditions;
- b) Any Training proposal/Quotation/estimate provided to the Customer by the Company; and
- c) The Training information document and joining instructions provided to the Customer by the Company.

Course Director

The Company's course organiser responsible for managing organisational and candidate issues relating to the Training.

Customer

The person, firm or company who purchases training from the Company pursuant to a Contract.

Customer's Equipment

Means any equipment, systems, PPE or operational and training equipment or facilities, including laptops, computers, projectors, screens, cabling and tools provided by the Customer and used directly or indirectly in the supply of Training by the Company.

Data Protection Legislation

Means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 ("**GDPR**"); (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR (including, in the UK, the Data Protection Act 2018 ("**DPA**") and (to the extent in force) the UK GDPR as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("**UK GDPR**"); (iii) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) (including, in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003); and (iv) any guidance or codes of practice issued by a governmental or regulatory body or authority in relation to compliance with the foregoing; in each case, as updated, amended or replaced from time to time.

Driving Events

Means events such as driving lessons, pre licence lessons, taxi test and minibuss tests, and any other driving events the Company agrees in writing to provide from time to time.

Intellectual Property Rights

Means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in design, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions for such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Laws

Means any applicable law, statute, bye law, regulation, order, regulatory policy (including any requirement or notice of any regulatory authority), guidance or industry code of practice, rule of court or directives, delegated or subordinate legislation in force from time to time.

Party

Means either the Company or the Customer and 'Parties' shall be construed accordingly.

PPE

Means Personal Protective Equipment.

Proposal

Means the Proposal for the Training executed by or on behalf of each of the Company and the Customer.

Quotation

Means any statement of work, tender, quotation, price list or other similar document describing the confined space rescue services to be provided by the Company;

Scheduled Courses

Means pre-arranged training courses as per our website or agreed in writing directly with the Company.

Training

Means the training to be provided by the Company under the Contract as set out in the Quotation.

Training Academy

Means the training academy of the Company.

Training Materials

Means all documents, information, visual and audio materials, presentations, demonstrations, course notes, handouts, reports, products, materials in any form provided by the Company or its agents, subcontractors, consultants and employees in relation to the Training.

Trainer

Means the representative of the Company with responsibility for delivery of the Training.

VAT

Means value added tax chargeable under English law for the time being and any similar additional tax.

2. Interpretation of Contract

2.1. If any dispute between the parties relating to any ambiguity or discrepancy between the Contract Documentation arises, the order of priority of the Contract Documentation shall be:

2.1.1 any Quotation provided to the Customer by the Company; then

2.1.2 the Conditions; and then

2.1.3 the Training information document and joining instructions provided by the Company.

2.2. In the Conditions, unless the context otherwise requires:

2.2.1. the masculine includes the feminine and the neuter and vice versa; the singular includes the plural and vice versa;

2.2.2. headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;

2.2.3. references to Clauses are unless otherwise provided, references to Clauses and Appendices within the Contract Conditions;

2.2.4. "Act of Parliament" or any Order, Regulation, Statute, Statutory Instrument, Code of Practice, Byelaw, Directive or the like, whether detailed expressly or incorporated by general reference, shall be deemed to include a reference to any amendment, re-enactment or replacement of it;

2.2.5. a reference to writing or written includes emails; and

2.2.6 the words "includes" or "including" shall be construed without limitation.

3. Application of Conditions

3.1. These Conditions shall apply to and be incorporated into the Contract for the provision of Training entered into by the Company with the Customer. By instructing the Company to proceed or accepting the Company's Quotation, the Customer agrees to these Conditions and the terms of the Contract to the exclusion of all other terms, conditions, warranties or representations.

3.2 These Conditions prevail over any terms and conditions contained or referred to in the Customer's purchase order, confirmation of order, acceptance of quotation, acceptance of estimate or specification or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

3.3. The Customer's purchase order, or the Customer's acceptance of a Quotation, constitutes an offer by the Customer to purchase the Training specified in it on these Conditions. No offer placed by the Customer shall be accepted other than by written acknowledgement issued and executed by the Company or (if earlier) by providing the Training. The Contract shall commence on the date of the Company's written acknowledgement confirming acceptance of the Customer's offer or when the Company submits an invoice and shall automatically expire upon the date of completion of the Training Services, subject to earlier termination in accordance with its terms (the "Term").

3.4. Proposals, quotations and estimates are provided by the Company on the basis that no contract shall come into existence except in accordance with clause 3.1 to 3.34 above. Any Quotation is valid for a period of 30 days from its date, provided that the Company may withdraw or amend a Quotation at any point prior to the Customer's acceptance of such Quotation.

4. Role of the Officers

4.1. The Company shall appoint a nominated Course Director who shall be responsible for managing any organisational and candidate issues which relate to the Training.

5. No Waiver

5.1. Any failure or delay of the Company to enforce or to exercise, at any time for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect the Company's right later to enforce or exercise it nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege whatsoever.

6. Charges and Payment

6.1. The total price for the Training shall be paid to the Company by the Customer in full without any counterclaim, deduction, withholding or set-off (other than any deduction or withholding of tax as required by law). The Company shall, unless agreed otherwise in writing, invoice the Customer in advance of the Training for the charges that are payable, together with expenses, the costs of Training Materials and VAT, where appropriate. Places on courses, unless otherwise agreed, are reserved for 48 hours by which time full payment must be received to secure the booking.

6.2. Any fixed price and daily rate quoted by the Company excludes (unless stated otherwise) the cost of accommodation, subsistence, travelling, Training Materials and any other ancillary expenses reasonably incurred by individuals or by third parties whom the Company engages in connection with the Training. Such expenses and materials arising from any third party training

shall be invoiced by the Company (including any VAT), which the Company shall be entitled to add to its invoices to the Customer.

6.3. The Customer shall pay each invoice submitted to it by the Company immediately upon receipt of the invoice and in advance of the delivery of any Training (unless agreed otherwise in writing) in full in cleared funds either to the Company directly or by BACS to a bank account nominated by the Company. The Company accepts credit card payments.

6.4. If the Customer fails to pay any invoice or payment of any invoice is not received in accordance with these Conditions then the Company may:

6.4.1. charge statutory interest on such sum from the due date for payment, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement;

6.4.2. refuse admission of the Customer's personnel to the Training; and

6.4.3. suspend all Training until payment has been made in full.

6.5. All sums payable to the Company under the Contract shall become due immediately on its termination, despite any other provision to the contrary. This Condition is without prejudice to any right to claim interest under the law, or any such other right under the Contract.

6.6. All fees quoted are correct at the time of publication but the Company reserves the right to alter fees at any time with reasonable notice.

6.7. Time for payment of the invoiced sum for the Training shall be of the essence.

6.8. The Company and or persons/companies acting on its behalf or as its agents reserve the right to charge and recover from the Customer all costs incurred in connection with the pursuance and/or recovery of any outstanding sums.

6.9. All amounts stated are exclusive of VAT, unless specifically stated, and any other applicable taxes which will be charged in addition at the rate in force at the time the Customer is required to make payment.

7. Currency

7.1. The price of the Training shall be paid in pounds sterling.

8. Commencement and Duration

8.1. Subject to these Conditions, the Company shall use reasonable endeavours to provide the Training in all material respects in accordance with the Training proposal, quotation or estimate issued to the Customer. Any times for the provision of Training shall not be of the essence of the Contract.

8.2. In the event that the Company cancels the Contract in advance of the Training, where reasonably practicable the Company shall provide the Customer with prior reasonable notice in writing and shall offer to rebook the Customer on to an alternative Training course date, if available. If this Training course date is not acceptable to the Customer, the Company shall provide the Customer with a full refund of any Training fees paid. Any refund shall be limited to the invoice amount paid by the Customer. The Company shall not be liable for any costs, charges, or losses sustained or incurred by the Customer arising directly or indirectly from such cancellation.

9. Customer's Obligations

9.1. The Customer shall co-operate with the Company in a timely manner in all matters relating to the provision of the Training and in particular provide such forms, information and documentation which is accurate in all material respects as the Company may reasonably request or require.

9.2. Where Training is to be on the Customer's premises the Customer shall:

9.2.1. provide the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Customer's premises and other such facilities as may reasonably be required by the Company;

9.2.2. provide to the Company in a timely manner, such input material and other information as the Company may reasonably require and ensure that it is accurate in all material respects;

9.2.3. be responsible, at its own cost, for preparing and maintaining the relevant Customer's premises for the supply of the Training;

9.2.4. inform the Company of all health and safety requirements that apply at the Customer's premises; and

9.2.5. ensure that all Customer Equipment and PPE is in good working order and suitable for the purposes for which it is used in relation to the Training and conforms to all Laws.

9.3. Where Training may involve physical exertion in conditions of exposure, it is the Customer's responsibility to ensure that all candidates are physically fit and capable of carrying out the tasks expected of them as part of the Training. Subject to clause 10.2, it is the responsibility of the Customer to ensure that those attending the Training do not suffer with any medical condition which may make the Training a danger to the health of such attendee. Candidates should be physically able to perform the task expected in terms of strength, agility and co-ordination and be able to withstand the stress of the working environment such as heat, cold or inclement weather. It is recommended that all personnel employed to climb, use rope access techniques or enter confined spaces should be medically fit to perform the work they are likely to undertake, and that a suitable medical is carried out prior to the training to confirm this.

9.4. If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, whether by individuals, agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such delay.

9.5. The Customer shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company including any direct, indirect or consequential losses arising from any loss of profit, loss or damage to property, injury to or death of any person arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.

9.6. Red One Ltd has a cancellation policy as detailed in clause 19, Termination. If you are unable to make your agreed appointment, please contact us on 01392 444773 or email info@red1ltd.com to let us know as soon as possible.

10. Limitation of Liability

10.1. All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from the Contract.

10.2. The Company shall not be liable for death or personal injury except to the extent caused by the Company's negligence.

10.3. The Company shall not be liable for any damage to any personal or Customer belongings.

10.4. Except for any legal responsibility that we cannot exclude by law we will in no event be responsible for any loss of:

10.4.1. contracts;

10.4.2. opportunity;

10.4.3. business or goodwill;

10.4.4. profit; or

10.4.5. any indirect, consequential or special loss (unless the Customer is an individual consumer).

whatsoever arising under the Contract.

This shall apply even where such a loss was reasonably foreseeable or the Company had been made aware of the possibility of the Customer incurring such a loss.

10.5. Subject to clause 10.2, the Company's total liability to the Customer in respect of all events arising under the Contract, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of or in connection with the Contract shall:

10.4.1. where the Customer is not an individual consumer, be limited to the price paid by the Customer under the Contract; and

10.4.2. where the Customer is an individual consumer, be limited to the price paid by the Customer under the Contract, or, if higher, £10,000.

11. Variation to Contract

11.1. The Company reserves the right to vary the Conditions or the terms of performance of the Training from time to time without notice in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Training. Where practicable the Company will give the Customer prior notification of any change in writing.

12. Force Majeure

12.1. The Company shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying out its business by acts, events, omissions or accidents beyond its reasonable control, including industrial relations difficulties, strikes, lock-outs (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, strikes, pandemics, accidents, civil commotion, malicious damage, fuel shortage, compliance with any law or government order, rule or regulation or direction, breakdown of equipment, fire, flood, storm or default by suppliers or subcontractors.

13. Temporary Suspension of Service

13.1. During any period which, in the Company's reasonable opinion, is an exceptional emergency, the Company, through the nominated Lead Officer, may suspend performance of the Contract upon notice to the Customer. The Company shall not be liable to the Customer for any delay or

failure to perform the Contract to the extent such delay of failure is due to a period of exceptional emergency..

14. Intellectual Property Rights, Copyright and Confidentiality

14.1. All Intellectual Property Rights with regards to documents, presentations audio and visual , demonstrations, materials, lesson plans, handouts, course notes and books, products, marketing materials and any other Training Materials in whatever form, including materials created during the course of the provision of the Training Services shall be owned by the Company and the Company licenses such rights to the Customer free of charge and on a non-exclusive, non-sublicensable, non-transferable, worldwide basis to such extent as necessary to enable the Customer to make reasonable use of the documents and materials in relation to the provision of the Training. All Training Materials, presentations, handouts and course literature is the copyright of the Company and may not be reproduced by the Customer without prior permission of the Company.

14.2. All Intellectual Property Rights produced from or arising as a result of the performance of the Contract shall, so far as not already vested, become the absolute property of the Company, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Company, which may include executing agreements upon request by the Company.

14.3. The Customer acknowledges that to the extent that the Company does not own the Intellectual Property Rights in any of the Training Materials, the Customer's use of rights in those Training Materials will be conditional on the Company obtaining at reasonable cost to the Company a written licence from the relevant third party licensor or licensors on such terms as will entitle the Company to sub-license such rights to the Customer.

14.4. Except as set out in clause 14.5, the Customer shall keep in strict confidence all Confidential Information disclosed to the Customer by the Company, its employees, agents, consultants or sub-contractors..

14.5. The Customer may disclose such Confidential Information to its employees, officers, representatives, advisers, agents or sub-contractors who need to know such information for the purposes of carrying out the Customer's obligations or exercising its rights under the Contract; and as may be required by law, or through court order or any governmental or regulatory Company.

14.6. The Customer shall ensure that its employees, officers, representatives, advisers, agents or sub-contractors to whom it discloses such confidential information are made aware of and agreed to comply with this clause 14.

14.7. All logos, trade names or trade marks (the "**Marks**") owned or used by the Company in the course of its business are the property of the Company or its licensors. The Company reserves all Intellectual Property Rights in relation to the use of such Marks. The Customer may not use or permit the use of such Marks or any similar marks without the prior written permission of the Company. .

14.8. Only with the prior written permission of the Company shall photography within the Training Academy and on Training courses be permitted.

14.9. The provisions contained in this clause 14 shall survive the expiry or termination of the Contract howsoever caused and shall continue thereafter in full force and effect.

15. Data Protection

15.1. Each Party shall comply with Data Protection Legislation in respect of any personal data processed under the Contract.

16. Equal Opportunities and Fairness at Work

16.1. The Company has a duty to comply with the Equality Act 2010. The Authority's 'Fairness at Work' policy and 'Customer Charter' are to encourage a positive attitude towards fairness of treatment and opportunity. Where the Customer, its agents or staff are required to work on the Company's premises or alongside the Company's employees or any other employees on any other premises, the Customer shall at all times comply with the Company's codes of practice relating to fairness at work, as may be updated by the Company from time to time].

16.2. The Company does not accept bullying and harassment in any form.

16.3. The Customer shall notify the Company, in writing, as soon as it becomes aware of any incident, investigation or proceeding which may be brought against the Company by an employee, agent or other staff member of the Customer.

17. Assistance in Legal Proceedings

17.1. Where the Customer or any of its staff or the Company or any of its staff become aware of any incident, maladministration, accident or other matter which may give rise to an enquiry, claim or legal proceedings in respect of the provision or failure to provide the Training, it shall notify the Course Director immediately in writing. Such notification shall include all relevant information to enable the Course Director to investigate the matter fully.

17.2. Such information provided or assistance rendered pursuant to the above obligation, in whatever form, shall be at no cost to the Company.

17.3. To the extent the Company incurs any liability which arises out of or in connection with the negligence or wilful default of the Customer, the Customer shall indemnify the Company for such liabilities, costs, losses or expenses incurred by the Company.

18. Insurance

18.1. The Company shall maintain and shall ensure that its sub-contractors maintain the following insurances:

18.1.1. Public Liability insurance with a minimum limit of £5 million, in respect of any one act or occurrence or series of acts or occurrences arising from one cause;

18.1.2. Employers' liability insurance to comply with statutory requirements with a minimum limit of £10 million in respect of any one act or occurrence or series of acts or occurrences arising from one cause;

18.1.3. Professional indemnity insurance with a minimum limit of £5 million, in respect of any one act or occurrence or series of acts or occurrences in any one year.

19. Termination

19.1. The Company has the following cancellation policy for Scheduled Courses:

19.1.1. Cancellation prior to 28 days before the course start date – the Customer will receive a full refund less a booking fee of £25 plus VAT.

19.1.2. Cancellation prior to 14 days, but less than 28 days, before the course start date - the Customer will receive a full refund less a booking fee of 50% of the full course fee plus VAT, unless

the Company re-sells the Customer's allocated date(s), in which case, the Customer will receive a full refund less a booking fee of 10% of the full course fee plus VAT.

19.1.3. Cancellation less than 14 days before the course start date – the Customer will not be entitled to a refund unless the Company re-sells the Customer's allocated date(s) place, in which case the Customer will receive a full refund less a booking fee of 10% of the full course fee plus VAT.

19.2. The Company has the following rescheduling policy for Scheduled Courses:

19.2.1. Rescheduling prior to 28 days before the course start date – the Customer may reschedule once free of charge and any subsequent rescheduling will incur a rescheduling fee of £25 plus VAT.

19.2.2. Rescheduling prior to 14 days, but less than 28 days, before the course start date – the Customer may reschedule, subject to paying to the Company an administration fee of 25% of the full course fee plus VAT. If the Company re-sells the Customer's original scheduled date(s), such fee will be reduced to 10% of the full course fee plus VAT.

19.2.3. Rescheduling less than 14 days before the course start date – the Customer will not be entitled to a refund unless the Company re-sells the Customer's original scheduled date(s), in which case the Customer will receive a full refund less a booking fee of 10% of the full course fee plus VAT.

19.3. The Company has the following cancellation policy for Driving Events:

19.3.1. cancellation up to 7 days before the day of the event – the Customer will receive a full refund less an administration fee of £10 (plus VAT);

19.3.2. cancellation less than 7 days but more than 48 hours before the day of the event – the Customer will receive a full refund less an administration fee of £25 (plus VAT);

19.3.3. Cancellation less than 48 hours before the day of the event – the Customer will not be entitled to a refund and the Company shall be entitled to recover payment in full.

19.4. The Company has the following rescheduling policy for Driving Events:

19.4.1. rescheduling at any time up to 48 hours before the day of the Event - the Customer will be charged an administration fee of £10 (plus VAT);

19.4.2. rescheduling less than 48 hours before the day of the event – the Customer will not be entitled to a refund and the Company shall be entitled to recover payment in full.

19.5. The Customer shall not be entitled to a refund in the event of non-attendance of a Scheduled Course or Driving Event by the Customer.

19.6. None of the above will affect the Customer's statutory rights where the Customer is an individual consumer.

19.7. Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Contract on giving notice to the other if:

19.7.1. the other Party is in breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach by the other Party or

19.7.2. the other Party repeatedly breaches any of the conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or

19.7.3. the other party suspends, or threatens to suspend payment of its debts or is deemed unable to pay its debts within the meaning of section 123(1), Insolvency Act 1986; or

19.7.4. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

19.7.5. a petition is presented, or a resolution is passed, or an order is made, for the winding up, provisional winding up, [or bankruptcy] of the other party, other than for the sole purpose of a solvent amalgamation or solvent reconstruction of that other party; or

19.7.6. a receiver, administrative receiver, administrator, compulsory manager or any similar officer is appointed in respect of the other party or any of its assets, or any step is taken towards the appointment of any such officer; or

19.7.7. the other party commences negotiations in relation to, or enters into, any arrangement, compromise, assignment or composition with its creditors or any class of them (with or without first having sought or obtained a moratorium); or

19.7.8. enforcement of any security over any assets of the other party; or

19.7.9. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 19.7.3-19.7.8 inclusive.

19.8. The Company shall be entitled to terminate the Contract immediately if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment.

19.9. On termination of the Contract for any reason, the Customer shall immediately pay the Company all outstanding invoices and interest and the Company shall invoice for any Training supplied where no invoice has been submitted which shall become payable immediately on receipt.

20. Consequences of termination

20.1. All rights and obligations of the Parties shall cease to have effect immediately on termination or expiry of the Contract except that termination shall not prejudice or affect:

20.1.1. the accrued rights and obligations of the parties at the date of termination;

20.1.2. the right to claim damages for losses whenever they occur provided they arise out of an event occurring on or before termination of the Contract; and

20.1.3. the continued existence and the validity of the rights and obligations of the parties under any clauses the survival of which is necessary for the interpretation or enforcement of the Contract.

20.2. On termination or expiry of the Contract:

20.2.1. the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the Training Services supplied but for which no

invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;

20.2.2. the Company shall on request return any remaining Customer Equipment; and

20.2.3. the Customer shall return all or any Confidential Information in its possession together with all copies thereof, or at the Company's option destroy all such Confidential Information by shredding or incineration of all documents and other material in its possession, custody or control and/or irretrievably deleting the same if stored on electronic or magnetic media and certifying to the Company that this has been done.

21. Dispute Resolution

21.1. Any dispute concerning either Party's compliance with its obligations under the Contract shall be referred to the first management level (Course Director) for discussion and resolution at or by a meeting to take place within five (5) working days of the written request by the requesting party.

21.2. If the dispute is not resolved at this level at the meeting, the dispute shall be referred to the second management level (Lead Officer), who must meet within five (5) working days of the referral to attempt to resolve the dispute.

21.3. If the unresolved dispute is having a material adverse effect on either Party then the Parties shall use their respective reasonable endeavours to reach a timely resolution of the dispute.

21.4. If any of the above officers/representatives are unable to attend a meeting, a substitute shall attend and such substitute will have at least the same seniority and be authorised to settle the unresolved dispute.

22. Non-Solicitation of Employees

22.1. The Customer undertakes that it shall not, during the Term of the Contract and within a period of twelve months from the termination of the Contract, directly or indirectly or in conjunction with, or on behalf of, any other person, solicit for employment (or engagement, provision or in any other capacity) any employee, consultant or other staff who have been employed or engaged in the provision of the Training Services or in the performance or management of the Contract, except with the written consent of the Company.. This clause 22 shall not apply to unsolicited responses by such persons to bona fide general recruitment advertising placed by the Customer

22.2. In the event of a breach by the Customer of clause 22.1, the Customer shall pay to the Company a fee equivalent to 13 weeks' remuneration of the employee concerned.

23. Right to Set Off

23.1. The Company reserves its right to set-off against its indebtedness to the Customer any debt owed to it by the Customer and any liability, damage, loss, costs, charges and expenses which it has incurred in consequence of any breach by the Customer of the Contract or any other contract with the Company. The Customer shall have no right to set-off any amounts under the Contract.

24. The Contracts (Rights of Third Parties) Act 1999

24.1 Unless expressly provided in the Contract, no term of the Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

25. Notice and Timescales

25.1. Any notice to be given by either Party to the other may be served by email, personal service or by post to the address of the other Party or such other address as such Party may from time to time have communicated to the other in writing and if sent by email shall be deemed to be

received on the same working day it was sent (or if sent on a day which is not a working day, the next working day), if sent by letter shall be deemed to have been delivered in the ordinary course of the post within two working days or to have been served at the time at which the letter was delivered personally. Proof of posting will be required.

26. Assignment

26.1. The Customer shall not be entitled to assign, transfer its rights or obligations or delegate its duties under the Contract without the prior written consent of the Company.

26.2. The Company shall be entitled to assign, novate, subcontract or otherwise dispose of its rights and obligations under the Contract or any part thereof to any third party entity which will substantially perform any of the functions that had previously been performed by the Company provided that any such assignment, novation or other disposal shall not increase the burden of the Customer's obligations under the Contract.

27. Entire Agreement

27.1. The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior agreements, representations, understandings or arrangements between the Parties (oral or written) in relation to such subject matter. Each party acknowledges that:

27.1.1. upon entering into the Contract, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to the Contract or not) except those expressly set out in the Contract; and

27.1.2. the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under the Contract.

27.2. Nothing in this clause 27 shall limit or exclude any liability for fraud..

28. Severance

28.1. If any term or provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, the relevant provision will be severed and the remaining provisions will continue in full force and effect.

29. Governing Law and Jurisdiction

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

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