

15 March 2007

7Y KNOWHOW TERMS & CONDITIONS

1. INTERPRETATION

1.1 In these 7Y KnowHow Terms and Conditions, the following definitions shall apply:

“**Booking Form**” means the Training Course Confirmation Form, which contains the details of the Course.

“**7Y**” means 7Y Services Limited of Wharton Court, Leominster, Herefordshire, HR6 0NX.

“**7Y Trainer**” means the 7Y employee or agent designated by 7Y to provide the Course.

“**Client**” means the person, firm or corporation identified as enrolling on the Course by returning the Booking Form to 7Y, or providing other oral or written confirmation.

“**Confidential Information**” means all information relating to the Course including the Course Materials.

“**Course**” means the training and/or assessment course to be supplied by 7Y as described on the Booking Form.

“**Course Fee**” means the price of the Course set out on the Booking Form, which excludes VAT.

“**Confirmation Date**” means the date 7Y receives either the Booking Form signed by the Client, or written confirmation by the Client that they intend to attend the Course, or if the Course is provided sooner, the date the Course begins.

“**Course Materials**” means any documents, customised training materials, data set or computer programme supplied by 7Y for the purpose of the Course.

“**Intellectual Property**” means all inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trade marks and Confidential Information.

“**Working Day**” means any day other than Saturday or Sunday or a Bank or Public Holiday.

2. FEES AND EXPENSES

2.1 7Y reserves the right to invoice and request payment of the Course Fee in advance of the commencement date of the agreed Course.

2.2 The Client shall pay 7Y the Course Fee upon receipt of invoice and in any event no later than 10 Working Days before the date the Course commences. Interest will be charged on the outstanding balance at a monthly rate of 10% from the date payment is due until receipt by 7Y of payment in full.

2.3 Course certification (if applicable) will only be forwarded to the Client when full payment has been received by 7Y.

2.4 The Client shall reimburse to 7Y all those reasonable expenses of 7Y which are set out in the Booking Form.

2.5 Where Courses are held at the Clients Premises (or at another venue requested by the client), 7Y will charge expenses if agreed, which will be invoiced after the agreed Course is completed.

3. **QUALITY**

- 3.1 7Y shall use all reasonable skill and care in providing the Course, however, all conditions and warranties, express or implied, statutory or otherwise, are expressly excluded.
- 3.2 The Client will be deemed to have accepted the Course if more than 10 days have elapsed since the date the Course ended and the Client has not raised any concerns with 7Y in accordance with Clause 3.3.
- 3.3 The Client must raise any concerns over the quality of the Course in writing, immediately and in any
- 3.4 event, no later than 10 days after the Course ended.

4. **CANCELLATION**

- 4.1 The Client can transfer to another Course, provided the Client gives more than two weeks notice prior to the commencement date of the agreed Course.
- 4.2 7Y reserves the right to cancel or reschedule the Course and will endeavour to provide reasonable notice of the cancellation change, except in an emergency.
- 4.3 The Client will be entitled to a full refund of the Course Fee if 7Y cancels the Course, but 7Y shall not be liable for any other loss or expenses to the Client arising out of the cancellation.
- 4.4 The Client may cancel the Course by notifying 7Y in writing and will be entitled to a full refund of the Course Fee if 7Y receives notification of the cancellation at least 20 Working Days before the Course date. If the Client notifies 7Y between 10 and 20 Working Days before the Course date, they shall be entitled to a refund of 75% of the Course Fee. If the Client gives 7Y less than 10 Working Days notice before the Course date, they will not be entitled to any refund of the Course Fee.

5. **INTELLECTUAL PROPERTY**

- 5.1 All copyright associated with any 7Y Course Materials remains the property of 7Y. If, in future, the Client wishes to use the Course Materials, then a separate contract must be negotiated to deliver the Course Materials under licence.
- 5.2 7Y shall indemnify, defend, or at its option, settle any claim or action against the Client on the basis of infringement of any copyright in the Course Materials or use thereof and pay any final judgement entered against the Client on such issue in any such proceeding, provided 7Y has sole control of such defence and/or settlement and the Client promptly notifies 7Y and gives 7Y all related information known to the Court.

6. **ABSENCE**

- 6.1 If a 7Y Trainer is temporarily unable to provide the Course, 7Y will attempt to provide a substitute or at least equivalent standing. If no substitute is available, 7Y will reschedule the Course at no additional cost to the Client.
- 6.2 If a Client is unavailable to attend the Course due to illness, 7Y will accept a substitute Client or reserve the right to require reasonable proof of illness (e.g. doctors note) if full refund is requested.

7. **LIMITATION OF LIABILITY**

- 7.1 7Y does not exclude liability for death or personal injury caused by the negligence of 7Y.
- 7.2 7Y's total liability shall not exceed an amount equivalent to the Course Fee.
- 7.3 Except as set out in Clause 7.1, 7Y shall not be liable for the following: loss or damage, however caused even if foreseeable by 7Y; loss of profits, business, revenue, goodwill, anticipated savings, data, corruption of data, whether sustained by the Client or another person, and/or special, indirect or consequential loss (other than direct physical damage to the tangible property of the Client) whether suffered by the Client or another person.

8. **GENERAL PROVISIONS**

- 8.1 These Conditions shall come into force on the Confirmation Date and shall continue until the Course is completed, and fee and any expenses due are paid in full to 7Y.
- 8.2 All Courses are supplied by 7Y or one of our contracted 7Y Trainers. Training will be supplied to an agreed standard and/or qualification as detailed on the Booking Form. The Client will be independently trained and assessed, and there is no guarantee that the Client will attain the standard and/or qualification.
- 8.3 In interest of Health and Safety regulations the Client must provide all medical, dietary and any other detailed information, which could affect the Client; to both 7Y and the 7Y Trainer.
- 8.4 If a driving licence is required to complete a Course, notification of any penalty points and/or driving convictions must be made prior to commencement of the Course.
- 8.5 In an event where the Course is provided at a site other than 7Y, at the request of the Client; the Client is responsible for ensuring provision of adequate facilities (e.g. training room, toilets and washing facilities) in order for the course to commence. The details of the facilities required will be provided prior to the commencement of the Course by 7Y.
- 8.6 If there is a requirement for assistance with literacy or interpretation, 7Y reserve the right to seek reasonable assistance. This can either be provided by the Client or by 7Y at an additional cost to the Client. The person presenting assistance with literacy or interpretation, at the request of 7Y and/or 7Y Trainer; will be asked to provide written confirmation of their presence and that only impartial assistance has been provided.
- 8.7 The Client shall not assign or transfer this contract or any interest in it without 7Y's prior written consent.
- 8.8 If any part of these Conditions is held to be unenforceable at law, it shall be severed from these Conditions and the remainder shall be enforceable.
- 8.9 7Y shall not be liable for failure to supply any Course under these Conditions due to a cause beyond its reasonable control.
- 8.10 Following completion of the Course, the Client shall not approach 7Y Trainer directly or indirectly for a period of 365 days to seek training or provide a further assignment of any sort to the 7Y Trainer.
- 8.11 Any equipment loaned by the Client to 7Y remains the property of the Client and at the risk of the Client and shall be returned to the Client upon demand.
- 8.12 These Conditions shall be construed and enforced in accordance with the laws of England and 7Y and the Client agree to submit to the exclusive jurisdiction of the English Courts.

DECLARATION (LEARNING)

In order for us to supply the quality of courses that you expect we **MUST** receive this completed declaration within three working days of receipt to avoid any delays in the provision of our services.

I can confirm that I am in receipt of your 7Y Learning Terms and Conditions of Business, consisting of 3 pages for the supply of training courses and agree to the terms and fees therein.

Signed for and on behalf of the Client

Company Name

Invoice Address
.....
.....
.....

Postcode

Signature

Print Name

Position

Date