

Training Terms and Conditions

Definitions:

'The Client' is used to refer to the individual /company commissioning Kwintessential services

'The Trainer' is used to refer to the individual delivering the course as per the instruction of Kwintessential

'The Trainee' is used to refer to the individual(s) receiving the course as per the arrangements of The Client

1. Course Delivery Hours:

1.1 Course delivery hours are normally between 10:00 and 17:00 for a full day course. Half or short course hours will be agreed between Kwintessential and The Client.

1.2 All hours will be agreed upon in the proposal prior to the commencement of any course.

2. Course Content:

2.1 Course content will be agreed in advance with The Client to ensure that content is tailored appropriately.

2.2 It is the responsibility of The Client to provide Kwintessential and/or The Trainer with a full profile of the reasons for their interest in the course and of the person(s) attending the course in particular.

2.3 Kwintessential cannot guarantee the success of nor accept liability for injury, illness, loss or damage resulting directly or indirectly from guidance given in courses since such advice is:

a) subjective, b) prone to change due to shifts in the political, economic, business and social environments and c) the conditions

under which trainees act upon such training in our absence is out of our control.

3. Fees:

3.1 Any fees quoted, estimated or agreed by Kwintessential on the basis of The Client's description of the task may be subject to amendment by agreement between the parties.

4. Invoicing:

4.1 100% payment of invoice shall be made by The Client within 30 days of the issue date. At any point after the passing of 30 days, Kwintessential reserve the right to take legal proceedings in order to recover fees from The Client. In such circumstances an administrative charge of £100 shall be added to the invoice. The Client shall also be responsible for interest charges and legal fees.

4.2 Interest shall automatically be applied at the rate of 10% per annum over base rate to all overdue sums from the date on which they first become due until they are paid in full.

4.3 If a debt reaches 30 days overdue, a letter requesting payment shall be sent to The Client. This shall incur an administrative fee of £25.

4.3.1 If a debt reaches 60 days overdue, a letter requesting payment shall be sent to The Client. This shall incur an administrative fee of £25.

4.3.2 If a debt reaches 90 days overdue, a letter requesting payment shall be sent to The Client by way of reminder. This shall incur an administrative fee of £25.

4.4 If a debt is not cleared within 120 days then Kwintessential reserves the right to automatically commence legal proceedings in order to recover fees from The Client. An administrative charge of £100 shall be added to the invoice. The Client shall also be responsible for interest charges and legal/court fees.



4.5 Discounts included on quoted prices are only applicable if invoices are paid within 30 days of receipt. Discounted invoices which have not been paid within this time frame will be null and void.

6. Deposit:

6.1 Where necessary, a deposit may be necessary and will be discussed with The Client to cover any costs which Kwintessential may have to outlay in preparation for the course.

7. Cancellation of Courses:

7.1 If a course has been cancelled after having agreed terms and conditions and confirmed intent, then clients will be charged:

a) 50% of the agreed amount if more than 2 weeks notice is given, b) 75% of the agreed amount in lieu of notice if less than 2 weeks notice is given, c) 100% of the agreed amount if less than 1 weeks notice is given.

8. Kwintessential's Liabilities:

8.1 Kwintessential is not held responsible for any costs, fees or liabilities resulting from The Trainer being unable to attend the assignment.

8.2 If The Trainer is unable to attend the agreed assignment Kwintessential will attempt to replace The Trainer with another of equal experience and qualifications. However, this may not always be possible due to circumstances.

8.3 The liability of Kwintessential on any grounds whatsoever shall be limited to the invoiced value of the work.

8.4 Kwintessential shall incur no liability to The Client for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of Kwintessential prior to the Contract, whether orally or in writing, and The Client shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.

8.5 Kwintessential shall not be liable for loss of profits, business, contracts, revenue, damage to The Client's reputation or goodwill, anticipated savings, and or any other indirect or consequential loss or damage whatsoever.

9. The Client's Liabilities

9.1 Unless otherwise agreed by Kwintessential, The Client agrees (which for the purposes of this clause includes any companies associated with The Client) that they shall not, for a period of one year after termination of the Contract, either directly or indirectly, on their own account or for any other person, firm or company, solicit, employ, endeavour to entice away from Kwintessential or use the services of The Trainer(s) who completed the training assignment under the Contract. In the event of The Client breaching this clause, they agree to pay Kwintessential an amount equal to both the aggregate remuneration paid by Kwintessential to The Trainer for the year immediately prior to the date on which The Client employed or used the services of The Trainer and the equivalent of a full year's prorated pay for any money paid to The Trainer by The Client.

10. Miscellaneous

10.1 This agreement shall be governed and construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the Court of England.

