



**1. BASIS OF PRICING FOR COURSES**

Delegate rates are normally based on a per delegate basis for the entire course duration. Where the delegate rate is based on a per delegate/per day basis this is clearly shown on the proposal.

Per course prices are normally based on a price for the entire course duration. Where this is not the case, this is clearly shown on the proposal.

Where a minimum number of delegates figure has been stated, should minimum numbers not be reached and course proceeds, the charge will be levied for the minimum number stated.

Customers are reminded to ensure that delegates are in possession of all necessary equipment etc for attending the course (as detailed in the relevant course descriptor/joining instructions) and that all required course prerequisites and medical/fitness requirements are met.

**2. CONSULTANCY DAILY RATE BASIS PRICING**

Any daily rates provided herein are based on an eight hours working day. Any requirement and rates for overtime during the week or for weekend working would be agreed in advance with the Customer.

A travel day is defined as a day or days spent travelling to or from a destination where no client preparation or delivery work is undertaken.

A standby day is defined as a day (normally not standard working days e.g. weekends) whilst in the country where no client preparation or delivery work is undertaken. A standby day is only charged where logistics or timescales determine that Company personnel are unable to return to their home location, or for client operational reasons.

**3. EXPENSES**

Where expenses have not been included in the proposal price and Customer does not arrange and directly cover expenses for Company personnel, they will be recharged at cost + 10% and will be evidenced by receipts where possible. Expenses may include travel, accommodation, subsistence, visa costs, vaccination charges any country specific, additional medical and other insurance etc.

Where applicable, Customer is responsible for arranging suitable security and Company staff welfare and support by collection for the airport, surface transport to/from airport and accommodation/secure compound etc whilst we are delivering the proposed service overseas.

**4. MATERIALS AND EQUIPMENT**

Unless otherwise stated, prices include all necessary material and equipment. Where additional materials and/or equipment are required, these will be stated on the proposal and will be recharged at cost plus 10%.

**5. DUTIES, PORT, HANDLING AND OTHER CHARGES**

All costs incurred by Company including local duty taxes, port costs, dockside handling and storage, delays caused by custom clearance and transit to the site location and after goods and equipment are custom cleared and released will be recharged to Customer.

**6. TAXES AND BURDENS**

This proposal excludes any value added tax or other local country taxes and burdens, which, if applicable, will be invoiced in addition to the prices quoted at the appropriate rate to suit legislation. Should Company be subject to additional insurance/indemnity premiums for this work these costs shall be recharged to Customer at cost.

**7. TERMS OF PAYMENT**

Payment is to be made in advance of course commencement. Company will submit an invoice on receipt of authorisation to proceed with the work, which is due for payment by return. Any additional charges will be invoiced either on a monthly basis or on work completion, depending on timescales.

**8. CANCELLATION CHARGES**

If Customer cancels or postpones all or part of the services whether in writing or otherwise, cancellation charges will apply on the following sliding scale:

- 15 working days or less, 100% cancellation charge will apply
- 16-20 working days, 50% cancellation charge will apply
- 21-25 working days, 25% cancellation charge will apply

Chargers are expressed as a percentage of the rate for the relevant services. Customer will also pay any additional expenses incurred by Company for the purposes of or in connection with the cancelled or postponed services, including but not limited to the cost + 10% of any materials or equipment procured by Company.

**9. FACILITY/ROOM HIRE PROPOSALS**

Customer will be responsible for any property brought on to the premises of Company and for any injury or death to any person in the employ of Customer or attending the premises as a guest or instruction of Customer. In addition Customer agrees to display evidence of Employers Liability and Third Party Liability insurance to Company when requested.

**10. SUSPENSION**

All costs incurred by Company will be reimbursed by Customer in any Suspension situation.

**11. TERMINATION**

All costs incurred by Company will be reimbursed by Customer in any Termination situation, including any lost overhead and profit.

**12. COMPANY INTELLECTUAL PROPERTY RIGHTS**

All copyright, design right and other intellectual property rights used, created or embodied in or arising out of or in connection with the delivery of the services remain the sole property of Company. Customer shall not during or at any time after the completion of the services dispute the ownership of such rights. All information contained in or arising out of such copyright, design right and other intellectual property rights is propriety to Company and shall not be copied or otherwise made available to third parties unless previously and specifically agreed to in writing by Company. Where Customer material is provided to assist with the design of training courses ownership of none of Customer's intellectual property shall pass to the Company.

**13. FORCE MAJEURE**

If Company is unable to provide any course, or any part of any course, for any reason beyond Company's reasonable control, Company shall be entitled to postpone or cancel all or part of the services being provided. Company shall try to agree with the Customer an alternative mutually acceptable date and/or time to provide the postponed/cancelled training, but shall be under no obligation to do so. If no agreement can be reached on rescheduling such training, Company will make no charge for the cancelled service (or, as appropriate, will refund the cost of it to the Customer).

**14. INDEMNITIES**

Company and Customer will indemnify and hold harmless each other in respect of any loss, damage or impairments to their respective property and any death, injury or illness to their respective employees arising from or in connection with Company courses whether or not this may be caused by negligence, error or omission of the party so indemnified.

Notwithstanding the above, neither Company nor the Customer shall make any claim against or be liable to the other in respect of any indirect or consequential loss of damage, including but not limited to the loss of profit, and business interruption arising or alleged to arise out of either party's failure to properly carry out its obligation or from any other circumstances or cause including negligence.

**15. INSURANCES**

Company carries all statutory insurance requirements for the countries in which it operates.

**16. SAFETY**

Details of any safety equipment and/or protective clothing which the Customer is required to provide will be set out in the course Joining Instructions. It is the Customer's sole responsibility to ensure that any such equipment and/or clothing is in good order and repair and is fit for the purposes for which it is required.

The Company reserves the right at any time to postpone or suspend the provision of any training course if in the Company's opinion there is or is likely to be any risk to the safety of any personnel or any risk of loss or damage to any plant, machinery, equipment or material at the premises. The Company shall have no liability to the Customer or delegate in respect of such actions.

The Company shall, in the interests of safety (whether of personnel, property or otherwise), be entitled at any time to require a delegate to leave the premises, to refuse a delegate entry to the premises and/or to continue to provide training to the delegate. The Company shall have no liability to the Customer or the delegate in respect of such actions.

The delegate shall throughout the duration of the training comply in all respects with the Company's safety policies and regulations applicable to the premises.