

**MOMENTUM TRAINING AND DEVELOPMENT LIMITED**  
**TERMS AND CONDITIONS**

**1. Definitions and Interpretations**

1.1 In these Terms and Conditions the following expressions shall have the meanings set opposite them unless the context otherwise requires:

**"Agreement"** means these Terms and Conditions together with any Order which is supplemental hereto

**"Attendees"** the delegates attending the Course

**"Course(s)"** the Courses to be delivered by us to the Attendees at the Venue as more particularly described in the Order.

**"Fee"** the fee for the provision of the Services

**"Order"** your order requiring us to provide the Services whether in the form of our pro forma or such other format which we deem acceptable (to include both written and verbal instructions).

**"Services"** the provision of a training course to include:

- (i) the supply of suitability qualified training personnel;
- (ii) provision of course materials;
- (iii) where provided for in the Order, the provision of such other additional services, special requirements or equipment.

**"Venue"** the place where the Course is to be delivered.

**"We/us"** being Momentum Training and Development Limited (company registered in England & Wales, number 06783005) whose registered office is situated at Old Bank Chambers, 582-586 Kingsbury Road, Erdington, Birmingham, United Kingdom B24 9ND.  
VAT registration number: 943 4627 12

**"You/your"** the organisation to whom the Services are provided and more particularly set out in the Order

## **2. Services**

In consideration of the payment of our Fee, we agree to provide you with the Services set out in the Order in accordance with these terms and conditions.

## **3. Booking**

3.1 Each booking requiring us to deliver the Courses shall be set out in the Order.

## **4. Venue**

4.1 We shall deliver the Course at the Venue, the details for which will be set out in the Order

4.2 You will be responsible for:

4.2.1 the provision of a suitable training room to accommodate each of the Attendees in a comfortable and relaxed atmosphere

4.2.2 the provision of a projector and screen where required

4.2.3 (upon request) the provision of audio equipment or such other software installations as one might reasonably require

4.2.4 the provision of refreshments throughout the duration of the Course for the Attendees.

4.3 In addition to the matters aforesaid, you should use your best endeavours to ensure that the Venue in which the Course is to delivered is safe and without risk and that all relevant Health and Safety obligations are complied with.

4.4 You shall ensure that the owner or controller of the Venue shall have adequate occupier's liability with a recognised insurance company

## **5. Fees for provision of services and payment terms**

5.1 The fee for the provision of the Services shall be exclusive of any value added tax at the standard rate prevailing for the provision of our Services or at the rates set out in the Order ("the Fee")

- 5.2 Unless otherwise agreed in writing, you shall pay the Fee:
- (a) no later than 14 days prior to date for the relevant Course or;
  - (b) if the relevant Course is due to commence within 14 days of the date of the Order, payment of the Fee is due immediately.
- 5.3 Where we agree credit terms with you, invoices shall be paid in full within 14 days from the date of our invoice. In the event that payment is not received, in addition to our rights under Clause 5.6 below we reserve the right to charge interest on the full amount outstanding at the rate set out and contained within the Interest (Late Payments of Commercial Debts) Act 1988 and shall be applicable from time to time together with the statutory compensation payable thereon.
- 5.4 In addition to the Fee you shall be responsible for our reasonable expenses in attending the Course to include reasonable accommodation costs and mileage expenses for us travelling to and from the Course at a rate of 40p per mile plus VAT if applicable.
- 5.5 In addition to the Fee and the expenses set out above, VAT should be charged at the applicable rate.
- 5.6 We reserve the right to suspend the provision of our Services in circumstances where the Course Fee has not been paid either in advance in accordance with Clause 5.2 or there are monies outstanding from other Courses and/or Services given in accordance with Clause 5.3.

## **6. Referrals and Cancellations**

- 6.1 We reserve the right to charge a cancellation fee in respect of courses already booked. Notice of cancellations must be in writing and in receipt of the said notice the following terms shall apply:
- (a) Should notice of cancellation be received 14 days or less prior to the date for the Course – the full fee is payable.
  - (b) Cancellation between 15-28 days - credit note for 50% of the Fee shall be given
  - (c) Cancellation of 28 days or more prior to the course

date - credit note of 75% of the Fee shall be given

- 6.2 In circumstances where you wish to defer the date for a Course then we shall endeavour to agree with you a mutually agreeable date with you upon which the Course can then take place. In these circumstances we will not agree to a deferred date in excess of 3 months from the original Course date. If it is not possible to reschedule the said Course within 3 months of the date of the original Course then we shall treat the Course as being cancelled and shall allow a credit equivalent to 50% of the fee against any future Courses.
- 6.3 Should it be necessary for us to postpone or defer or any part of any Course, then we will agree a mutually agreeable date upon which to either provide or complete the Course.
- 6.4 Once we have commenced the delivery of any Course we shall be entitled to our Fee regardless of whether that Course has to be postponed or terminated or suspended for any reason.

## **7. Warranties**

- 7.1 We will use all reasonable care and skill in providing the Services in accordance with the Order including the use of suitably qualified and experienced trainers. We give no warranties as to the results attained by Attendees attending the Courses. Furthermore, any decisions Attendees may make having attended the Course are their own and they remain wholly responsible for their actions
- 7.2 Except as expressly represented otherwise, and to the extent not prohibited by Law, all training including any documentation either provided by us to the Attendees is furnished on an "as is" basis without warranty of any kind whether expressed or implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency or/and accuracy
- 7.3 You shall indemnify and hold harmless us, our officers, directors, agents, employees and contractors from and against all claims, actions, demands, losses, costs, expenses (including without limitation all legal fees, disbursements) damages, liabilities and Court action arising from any breach of either your obligations under this Agreement or any action or failure to act on behalf of any third party
- 7.4 Notwithstanding any other provision of this Agreement, we do not accept liability for any loss of profits or goodwill or for any

special indirect or consequential damages arising under this agreement and delivering the Services

- 7.5 Neither party excludes or seeks to limit this liability in respect of death or personal injury
- 7.6 All conditions and warranties not expressly set forth in this Agreement and whether expressed or implied or excluded to the fullest extent permissible by Law

## **8. Intellectual Property Rights**

- 8.1 The copyright in and/or other intellectual property rights relating to the provision of the Services, relevant software, data and documentation used by us and any related materials ("Course Materials") provided to you and to the Attendees hereunder by us are owned exclusively by and are hereby reserved to us and/or our Licensors.
- 8.2 Under no circumstances whatsoever may the whole or any part of the Course Materials be produced or copied in any form or by any means or translated in any other language by you or any Attendee of the Course without our prior written permission.
- 8.3 Neither you nor any Attendee shall delete, amend, alter or deface any copyright and proprietary notices contained within the Course Materials
- 8.4 You shall ensure that any Attendees shall keep confidential the contents of the Course Materials and comply fully with all restrictions notified to you and the Attendees in relation to the said Course Materials
- 8.5 We may agree from time to time endorse your branding on our Course materials. In the event we agree to you will grant us a non-exclusive and non-assignable licence to use your name, logo, or other branding on the Course Materials for the purposes of the provision of the Services set out in the Order
- 8.6 We shall use our reasonable endeavours to ensure that the Course Materials are reasonably accurate and up to date to the fullest extent permitted by applicable law and we hereby exclude all other representations, conditions, warranties or other terms as may be implied by statute or otherwise including but not limited to any implied condition of satisfactory quality or fitness for a particular purpose, in respect of the provision of our services either to you or to the Attendee.

## **9. Liability and Indemnity**

In relation to the provision of services by us and subject to Clause 7.5 our total liability in contract, tort or otherwise, shall not exceed the amount of the Fee paid for the provision of the Course in respect of which the claim is made

## **10. Force Majure**

10.1.1 We shall not be liable to you or any Attendee or be deemed in breach of contract by reason of any delay or failure to perform any of the Services set out within the Agreement if this was due to any cause beyond our reasonable control

10.1.2 We will use our reasonable endeavours to provide the Course booked. However we reserve the right to change the content and timing of the Course, the presenter, the date or Venue. Cancellations or changes by us for whatever reason will not result in any obligation or liability either to you or to any Attendee other than, where applicable, the prompt return of any Fees paid or the issue of a credit note in lieu in circumstances where a future date for the provision of the said Course cannot be agreed within a reasonable time.

## **11. General**

11.1 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing and set either by facsimile transmission or delivered by hand or sent by first class post and addressed to the other party's registered office or such other address that may have been notified to the party giving the notice and shall be deemed received on either on actual receipt by hand or within two business days after posting or on the next business day after transmission, if sent by facsimile.

11.2 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or part, the validity of the other provisions and the remainder of the provision in question shall not be effected thereby.

- 11.3 Neither party has relied upon any representation or warranty except as expressly set out in this Agreement and you and we hereby agree to submit the exclusive jurisdiction of the English Courts in respect of any dispute in relation to this Agreement.
- 11.4 This Agreement shall be governed by and interpreted in accordance with the laws of England & Wales.
- 11.5 Nothing in this Agreement is intended to be for the benefit of and shall not be enforceable by any person who is not named in this agreement as a party to it and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply.