

## Training Session Terms and Conditions

### 1. Definitions and interpretation

1.1 In this Agreement (except where the context otherwise requires), the following words and expressions shall have the following meanings:

**Agreement:** means these terms and conditions;

**Provider:** means Idapt LLP (registration number OC353796) whose registered office is at 21 Horse Street, Chipping Sodbury, Bristol BS37 6DA;

**Subscriber:** means the subscriber as an individual or on behalf of the subscriber named in the Welcome Letter;

**Welcome Letter:** the welcome letter sent to the Subscriber before the date of this Agreement confirming the Subscriber's subscription to the Idapt Interactive Planning Tool.

### 2. Training session fee and expenses

2.1 The training session fee shall be payable on the terms of the training session invoice.

2.2 The training session fee shall be determined in accordance with the Provider's price list current from time to time. The current training session fees are as set out in the Welcome Letter and further copies of the price list are available on request.

2.3 The training session fee does not include value added tax which shall be payable in addition by the Subscriber in the manner and rate from time to time prescribed by law, subject to delivery by the Provider of a valid value added tax invoice.

2.4 In the event the Subscriber fails to make payment in accordance with the terms of the training session invoice, the Provider may:

2.4.1 suspend performance of its obligations pursuant to this Agreement and not provide the training session; and/or

2.4.2 charge interest on any sums due (after as well as before judgement) from the last date for payment of that sum to the date of actual payment at the rate established in the Late Payment of Commercial Debts (Interest) Act 1998, whether or not the Act would otherwise apply to the parties.

2.5 No payment in relation to any training session shall be deemed to have been received until the Provider has received cleared funds.

### 3. Cancellation

3.1 Cancellation or an amendment of a training session will only be accepted if made in writing (for the avoidance of doubt this includes by email).

3.2 Cancellation of a training session by the Subscriber will be charged at 100% of the training session fee if the training session start date is less than 15 working days.

3.3 A cancellation of a training session made by the Subscriber at any other time will be charged at 25% of the training session fee.

3.4 A person attending the training session may be substituted for another of the Subscriber's registered users for no additional fee.

### 4. Equipment and materials

4.1 The Subscriber shall be responsible for the provision and set up of all equipment including computer hardware and software, for the trainer and delegates, for any training conducted on the Subscriber's premises.

4.2 The Provider is not responsible or liable for any failure to deliver the training session that is as a result of the failure of any of the equipment set out in clause 4.1 and shall be entitled to charge the entire training session fee.

4.3 All materials provided by the Provider shall remain the copyright of the Provider and no copies shall be made without the Provider's prior written consent.

### 5. Registered Users

All of the Subscriber's registered users attending the training session shall act reasonably at all times during the training session. The Provider may remove a registered user from the training session, where, in the opinion of the trainer (in his or her absolute discretion), the registered user is behaving unreasonably.

### 6. Advertising

6.1 The Provider may make reference to a Subscriber's contract within a proposal to further clients, provided only fundamental facts are divulged and not any confidential information.

6.2 The Provider may store names of the subscriber's registered users who attended a training session for the purposes of advising them of further training sessions in the future.

### 7. Third parties

Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 or any amendment to or re-enactment of it to enforce any provision of this Agreement.

### 8. Law

This Agreement shall be construed in accordance with English law and the English courts shall have sole jurisdiction.