

Training Services

These terms and conditions form the basis of any agreement to provide training services made between Alison Peck, trading as Clearly Stated, of 48 Elm Avenue, Sandiacre, Nottingham, NG10 5EJ, and the **Client** specified in the attached Outline of Training Provision or Purchase Order (the **Schedule**).

The agreement is based on both these Terms and Conditions and the **Schedule**. Any conversations or examples do not form part of this agreement unless specifically referenced.

Clearly Stated reserves the right to amend these Terms and Conditions at any time: the **Client** will be informed of any changes.

The headings within this document are solely provided to assist in navigation and to provide a point of reference. These do not form part of the agreement.

Any changes to these standard terms and conditions must be specified in writing and agreed by both parties.

1. Bookings
 - a) Initial bookings can be made in writing (by post or email) or by telephone but must be confirmed in writing.
 - b) The location of the training will be agreed at the time of booking. Any change to the intended location must be agreed by both the **Client** and Clearly Stated and may incur an additional charge.
 - c) The training will be scheduled for a date convenient to both the **Client** and Clearly Stated.
2. Suitability of Course Content
 - a) Clearly Stated will provide an outline of the proposed course content to the Client at the time of booking. The **Client** is responsible for notifying Clearly Stated of any changes required to the proposed content, which may incur additional cost.
 - b) The **Client** is responsible for ensuring all delegates have the prior level of knowledge or experience specified by Clearly Stated.
3. Fees
 - a) Training requirements will be confirmed and the charge agreed at the time the training is booked.
 - b) Training resources and expenses will be agreed when the training is confirmed. Any changes will incur additional cost.
4. Cancellation and Re-Scheduling
 - a) Clearly Stated must be informed of your wish to cancel a training session as soon as is practically possible.
 - b) Requests to re-schedule training will be dealt with sympathetically but Clearly Stated reserves the right to apply the cancellation fees specified below if these cannot be accommodated.
 - c) Clearly Stated reserves the right to charge the following cancellation fees, which are based on a percentage of the agreed training fee:
 - i) 14 days or less prior to the agreed training date - 80% of the fee
 - ii) 15 to 28 days prior to the agreed training date - 50% of the fee
 - iii) More than 29 days prior to the agreed training date - 20% of the fee



- d) Cancellation and re-schedule requests must be made in writing and sent by post or email to Clearly Stated. The above charge periods are based on the date that the cancellation notice is received.
- 5. Payment
 - a) Full payment must be made within 30 days of the date of invoice.
 - b) Clearly Stated understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if payment is not received according to agreed credit terms.
- 6. Confidentiality

All information supplied by either party to the other will be treated in strictest confidence.
- 7. Copyright
 - a) Clearly Stated retains the copyright on all materials supplied or developed unless otherwise agreed. Materials must not be copied without written permission.
 - b) Training materials relating to the **Client's** business (for example, proprietary products or systems) will be held in strict confidence and will only be used when providing training to the **Client** or on the **Client's** authority.
- 8. Circumstances beyond Control

Neither the **Client** nor Clearly Stated shall be held responsible for circumstances beyond their reasonable control.
These include, but are not limited to:

 - a) Fire, theft and vandalism
 - b) The effects of industrial action and serious accidents or incidents
 - c) Power failures
 - d) Serious illness or accidents involving key personnel
 - e) Computer viruses and similar malicious software

This does not absolve either Clearly Stated or the **Client** from the responsibility of taking reasonable steps to minimise disruption should an incident such as those listed above occur.
- 9. Law

This agreement is governed by the laws of England.

Signed for on and behalf of the Clearly Stated:

Signature:

Date:

Signed for on and behalf of the **Client**:

Signature:

Name:

Date:

Position: