

Devonshire Appointments Terms and Conditions for the supply of Training Services

DEFINITIONS.

- a) Devonshire means Devonshire Appointments Limited whose registered address is at 85 Gracechurch Street, London, EC3V 0AA
- b) "The Purchaser" means the person, firm or corporate body wishing to attend or use the facilities/services and courseware.
- c) "The Facilities/Services" means the various training courses or other services provided by Devonshire or its agents or partners at its premises or elsewhere as agreed which have been commissioned by the Purchaser.
- d) "Courseware" means the course manual, exercises and other relevant documentation made available to Purchasers attending or using services provided by Devonshire.

THE CONTRACT.

- a) The contract for the supply of the Facilities/Services is agreed by the issue by Devonshire of a confirmation in the form of the invoice(s). Where the Purchaser has not provided a written or formal confirmation the issue of Devonshire's invoice is deemed to be acceptance of a contract between the Purchaser and Devonshire. Clients wishing to refute this acceptance must do so by 5pm in writing on the third working day after the date stated on the invoice(s) at the Devonshire address shown on the invoice. A facsimile transmission will be acceptable.
- b) These terms and conditions supersede and replace any previous agreements; proposals or representations made between the Purchaser and Devonshire for the provision of the Facilities/Services. These terms and conditions shall prevail notwithstanding any terms and conditions contained in any order submitted by the Purchaser. Any variation to these terms and conditions must be agreed in writing by Devonshire.
- c) The waiver by Devonshire of any breach of these terms and conditions shall not prevent its subsequent enforcement and shall not be deemed to be a waiver of any subsequent breach.
- d) The Purchaser shall procure the observance by its representatives attending or using the Facilities/Services and using the courseware of its obligations under these terms and conditions.

BOOKINGS.

- a) The Purchaser should attend or use the Facilities/Services on the commencement date specified by Devonshire in its confirmation of booking or invoice. Devonshire shall not be liable for any costs, damages or expenses suffered by the Purchaser as a result of any cancellation or postponement of the facilities/services.
- b) The Purchaser shall not assign its booking without prior written consent of Devonshire.

Devonshire
85 Gracechurch Street
London EC3V 0AA
T 020 7469 0800
F 020 7469 0801
www.devonshire.co.uk

CONFIDENTIALITY AND COPYRIGHT.

The Purchaser will not, unless authorised by Devonshire:

- a) Disclose, provide or make available to any person other than the delegates in whole or in part any of the courseware or any copies thereof.
- b) Do any act in relation to any of the courseware which is a restricted act under the Copyright, Designs and Patents Act 1988

OBLIGATIONS OF THE PURCHASER.

The Purchaser agrees that while attending or using the facilities/services it will:

- a) Co-operate with Devonshire's staff and accept their direction, supervision and control and conform to its rules and regulations.
- b) Take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by its actions whilst attending or using the Facilities/Services.
- c) Not engage in any conduct detrimental to the interests of Devonshire.
- d) Not to solicit or employ or otherwise engage or contract for the services of any employee or agent of Devonshire, engaged at any time in the provision and/or preparation of the Facilities/Services, until twelve months after the date of termination of such employee's or agents employment by Devonshire or twelve months after the completion of the Facilities/Services (whichever is the earlier).
- e) To abide by the course prerequisites.

CANCELLATION.

- a) The Purchaser agrees to pay the following charges to Devonshire in the event that for whatever reason, its representative fails to attend or withdraws from a training course / service which it has confirmed as booked.

WRITTEN NOTICE GIVEN	CANCELLATION CHARGE
1-10 days	100% of fee
11 - 19 days	50% of fee
20+ days	0% of fee

- b) Irrespective of the notice period given, the Purchaser will be entirely responsible for costs incurred by Devonshire or any third party associated with the booking of the Facility/Service such as hotel, equipment or third party services.

- c) The Purchaser agrees that notice of all cancellations, irrespective of the period of notice given, should be in writing otherwise full payment will be required.

PAYMENT TERMS.

Invoices are raised and submitted to the Purchaser upon Devonshire receiving written confirmation of the booking of the Facility/Service.

All fees are due for payment at least 14 days prior to the commencement of the course or service. Devonshire reserves the right to charge the Purchaser the current base lending interest rate plus 3.5% on all unpaid fees. If payment has not been received within 3 months of the invoice date then in addition to the interest that will be charged Devonshire will charge a further flat fee of £100 per invoice to reflect the extra costs of collecting this debt.

POSTPONEMENTS.

- a) The Purchaser agrees to notify Devonshire in writing of any postponement, and the following charges will be applied:

WRITTEN NOTICE GIVEN	FEE CHARGED
1-5 days	50% of course fee
8 - 14 days	25% of course fee
14+ days	£50 rebooking fee

- b) Courses postponed and subsequently cancelled will be subject to the level of cancellation fee that would have been applied if the course had been cancelled and not postponed. If the subsequent cancellation period is less than originally given when postponed then the cancellation fee will be charged for both instances.

POST COURSE SUPPORT

After attending or using the Facilities/Services for a period of 3 months the Purchaser shall be entitled to ask for post course support which is made available by Devonshire for assisting with problems subsequently encountered by the Purchaser, provided that the service is limited to:

- a) Those representatives of the Purchaser who attended or used the Facilities/Services: and
- b) Problems which relate directly to the subject matter of those training courses attended by the Purchaser's representatives.

- c) Devonshire's tutors may have existing commitments at the time of the enquiry. In such circumstances, Devonshire will endeavour to respond to the query as quickly as possible. No liabilities for delays will be accepted by Devonshire providing this service. Devonshire does not guarantee to resolve any or all issues raised through the post course support facility. Requests, which are deemed to be of a consultancy nature in content and commitment of resources, are not supported by this service.
- d) Devonshire reserves the right to withdraw the post course support facility at any time without prior notice.

JURISDICTION.

English Law governs these terms and conditions and the Purchaser agrees to submit to the jurisdiction of the High Court of Justice in England.

ON-SITE WITH DEVONSHIRE PROVIDING EQUIPMENT

The Purchaser agrees that where training is provided on site at a location provided by the Purchaser, the supply of adequate power supply, power outlets and extension cables and other facilities such as whiteboard-flipchart, OHP and screen is, unless otherwise agreed in writing, the responsibility of the Purchaser.

The Purchaser further agrees to expedite the setting up of the training equipment by ensuring that the room is made ready prior to the delivery of the equipment, which would normally occur one working day prior to the commencement of the course, within normal working hours.

Collection of equipment may in some instances be undertaken the day after the course. All expenses for extra visits or delays will be charged at cost.

OUR QUALITY PLEDGE

If you find that you are unhappy with the training you receive, we will work closely with you to help resolve all matters to your satisfaction.

COURSES

- a) Devonshire constantly updates its courseware and therefore reserves the right to amend without notice the course contents and structures. The issuing of the Course Outline is intended only as a guide and does not form part of any contract with the Purchaser. Purchasers booking workshop courses, (tailored training) which use units of one or more course manuals, will be issued manuals, which, in our opinion most closely match the requested content.
- b) Purchasers booking dedicated company courses are responsible for ensuring that all delegates are of an equal level in terms of current knowledge, abilities and capacity to learn when they (the

Purchaser) have identified the course content. Devonshire will give an indication of the duration of a course structure designed by the client based on the average performance of end-users but cannot be held responsible if one or more delegates are not able to cover the course content in the estimated time. Delegates will however continue to benefit from receiving the full courseware content and the post course support for the full course content as agreed at the time of booking.

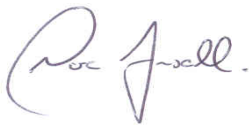
- c) Course finish times are approximate and based upon six delegates of average ability proceeding at a normal rate of progress. Early completion of the course does not qualify the Purchaser for either a proportional rebate or for delegates to train in other areas. Tutors are however available to consolidate the course up to 5pm.
- d) If numbers on a Public Course are not sufficient to make the course viable, Devonshire reserves the right to convert courses of two or more days, to a shorter duration to reflect the trainer/delegate contact time.
- e) If numbers on a Public Course are not sufficient to make the course viable, Devonshire reserves the right to cancel or postpone any Public course, and offer alternative dates for the delivery of the course.

OWNERSHIP OF GOODS OR SERVICE SUPPLIED.

The title of any goods, materials, manuals or software supplied by Devonshire as part of or in full of any service undertaken by Devonshire remains invested in Devonshire until full and final payment is received.

SOFTWARE

The Purchaser agrees that whilst their delegate(s) attend any Devonshire course, the license to use the software at their place of business will, for the duration of the course only, be temporarily loaned to Devonshire for the sole purpose of training their delegate(s).



Signed on behalf of Devonshire

Name: Marc Ansell **Title:** Sales & Operations Director

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Signed on behalf of the Client

Name: **Title:**