

Standard Terms and Conditions

Afiniti shall provide services "the Services" to the Customer as set out in the Schedule from the Commencement Date on the terms set out herein (unless otherwise varied in the Schedule)

1. Fees

- 1.1. The Customer shall pay to Afiniti the Fees as defined in the Schedule in respect of the Services provided by Afiniti. Afiniti's statement of such fees on an invoice shall, in the absence of manifest error, be conclusive and binding proof of the Services provided. Unless otherwise agreed in the Schedule, invoices shall be raised on receipt of an order for scheduled training courses or events, and in arrears for any other Services provided.
- 1.2. Full payment is required 10 working days before the start of a course or within 30 days, whichever is the sooner. Immediate payment is required if booked is made within 10 working days of the course. Invoiced amounts for all other services are payable in full within 30 days.
- 1.3. Afiniti reserves the right to charge interest on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act (1998/2002) at Bank of England base rate plus 8 per cent and may apply such charges at its discretion to any invoice which is Thirty (30) days overdue from the original invoice date.
- 1.4. The Customer shall make additional payments in respect of the cost of travel, hotel and other expenses properly incurred by Afiniti personnel plus course materials and courier fees and any other expenses as agreed in advance with the Customer. Charges shall include the following:
 - Mileage will be charged at 40p per mile.
 - Minimum charge of £100 per night covering dinner, bed and breakfast where Afiniti personnel are required to stay away from home (or such higher figure commensurate with the Services provided as may be agreed in the Schedule)
- 1.5. Fees are exclusive of VAT.
- 1.6. The Fee Rates and any other charges specified herein may be varied by Afiniti and with the prior agreement with the Customer from time to time.
- 1.7. Any work done by Afiniti outside the scope of the Services as detailed in the attached schedules, at the request or with the agreement of the Customer shall, unless otherwise agreed, be performed and fees shall be paid in accordance with this Agreement.
- 1.8. Notwithstanding any other provision of this Specific Agreement or the Afiniti Standard Terms and Conditions, Afiniti shall be entitled to charge for time spent by its personnel while they are available for work at the Customer's premises but are unable to provide services because of a failure by the Customer to meet its obligations.

2. Personnel

- 2.1. Afiniti will provide the personnel required to fulfil the Services and at all times the terms and conditions of Afiniti apply to such personnel. However, Afiniti personnel shall when working on the Customer's premises conform to the general working terms of the Customer provided that Afiniti has been informed in writing of such terms and conditions.
- 2.2. Afiniti reserves the right to substitute new personnel for the personnel assigned to the Customer from time to time, with the prior agreement of the customer and the Customer may request such a substitution. In either event the Customer may refuse alternative personnel offered by Afiniti provided it gives good reasons for its refusal within ten (10) days of first meeting the proposed substitute.
- 2.3. The Customer hereby acknowledges that the personnel provided by Afiniti hereunder are charged out at the Fee Rates provided for by the attached Schedule in accordance with the expected duration of this Agreement as represented by the Customer to Afiniti.

3. Personnel Restrictions

- 3.1. Each party agrees not to solicit the employment of any of the staff of the other party at any time engaged directly during the term of this Agreement and for six (6) months thereafter, If either party breaches this condition then the soliciting party expressly agrees to pay the other, as a referral fee, a sum equal to six (6) months gross salary offered by the new employer to the relevant member of staff unless otherwise agreed in writing between the parties.

4. The Services

- 4.1. Afiniti will agree a procedure for monitoring the progress of the Services with the Customer. This may include review meetings attended by representatives of the Customer and Afiniti authorised to make decisions with respect to the provision of Services.
- 4.2. The Services are as defined in the Schedule attached to this Contract.
- 4.3. The Customer may call off services from this contract by issuing a formal instruction to Afiniti which may be in the form of a Purchase Order, booking form, company email or fax/letter on company headed paper. Any information contained on a PO accepted by Afiniti is for information purposes only and acceptance of a PO does not imply acceptance of any terms attached to it.

5. Termination

- 5.1. Without prejudice to any rights contained herein or accrued hereunder, either party shall be entitled to terminate this Agreement by giving to the other party one (1) month's notice in writing of its intention to terminate.

6. Representations and Warranties

- 6.1. Except as set out elsewhere in this Agreement, there are no representations or warranties which have been made by Afiniti in respect of the Services and upon which the Customer has relied in entering this Agreement.

7. Cancellations and Transfers

- 7.1. The Customer agrees to pay the fees detailed in the attached Schedule to Afiniti in the event that an agreed delivery is cancelled by the Customer with less than ten (10) working days written notice prior to the scheduled start date. In this respect, a cancellation fee refers to a specific training or consultancy event and therefore a transfer to a later training or consultancy event counts as a cancellation.
- 7.2. Transfers may be made up to 10 working days prior to a course, either to the same course at a later date, or to another course of equal standard and duration running within 3 months of the original course. Afiniti reserves the right to charge an administration fee for a transfer. Transfers within 10 working days of the course will incur the normal cancellation fee. If documentation has already been sent out it is the responsibility of the client to ensure that the new delegate receives the required information.
- 7.3. Where written cancellation notice is received 30 days or fewer before a residential course event, there is a cancellation charge of 100% of the course fee and a transfer charge of 100% of the course fee.

8. Intellectual Property Rights

- 8.1. The intellectual property rights and copyrights in all programmes, materials, specifications, designs, reports and all other documentation (together "Material") created by Afiniti or its personnel in the course of supplying the Services will be and will remain vested in Afiniti.
- 8.2. Afiniti hereby grants the Customer a perpetual and free and perpetual licence to use the Material personally and only within the Customer's organisation. The Customer shall not be entitled to copy, distribute or sublicense the use of the whole or any part of the Material without the prior written approval of Afiniti and the payment of negotiated fees.

9. Facilities

- 9.1. Both parties recognise that availability of adequate facilities or equipment will be an essential requirement for delivery of the Service. If the Service is being carried out by Afiniti on the Customer's premises and adequate facilities are not made available or if Afiniti for reasons outside Afiniti's control is prevented from making use of facilities that the Customer is providing, then Afiniti reserves the right to charge for resources assigned even if not utilised.

10. Limitation of liability

- 10.1. Each party shall indemnify the other for any loss or damage whatsoever resulting in the death or personal injury to any employee, agent or authorised representative of the other caused by that party's negligent act or omission or wilful misconduct.
- 10.2. Except where either party's negligence causes death or personal injury, the liability of such party to the other for any and all claims under this Agreement whether in contract, tort or otherwise shall not in any circumstances exceed the fees paid for the services which created the liability.
- 10.3. In no event will either party be liable to the other whether in contract, tort or otherwise for any incidental, indirect, special or consequential damages, including loss of profits, loss of business, loss of data or loss of anticipated savings even if the other party has notice of the possibility of such damages.
- 10.4. Neither party shall be liable for any claim made more than one (1) year after Termination of this Agreement.

11. Confidentiality

- 11.1. The parties agree to treat in confidence the other's data communication and information which is marked confidential or which is by its nature clearly confidential. Both parties further agree not to disclose the same to any other person or entity except to its own employees under conditions of confidentiality and then only to the extent required for proper implementation and utilisation and the proper performance of this Agreement.
- 11.2. Nothing contained herein shall be construed to impose a confidentiality obligation on a party in respect of:
 - i) any matter appearing in public literature or otherwise within the public domain unless the entry of that information into the public domain is as a result of a breach of this Agreement by that party; or
 - ii) any information or knowledge possessed by that party prior to disclosure to it by the other or rightfully acquired from sources other than the other party; or
 - iii) any information or knowledge acquired in a bona fide arm's length transaction by the party making the disclosure
- 11.3. The provisions of this confidentiality clause shall continue after the termination of the Agreement.

12. Force Majeure

- 12.1. Neither party shall be under any liability to the other party for any delay or failure to perform any obligations under this Agreement (except failure to pay) if the same is wholly or partly caused, whether directly or indirectly, by circumstances beyond its reasonable control provided the affected party provides the other party with written notice of the force majeure event within a reasonable time of its occurrence.

13. Entire Agreement and Law

- 13.1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein. All prior agreements, whether or not agreed or offered and all conditions and warranties whether express or implied statutory or otherwise and all representations, statements, negotiations, understanding and undertakings either written or oral are superseded hereby and the Parties hereby acknowledge that no reliance is placed on any such representation made but not embodied in this Agreement.
- 13.2. No alteration, modification or addition to this Agreement or any waiver of any of the terms hereof shall be valid unless made in writing and agreed by the duly authorised representatives of both Parties.
- 13.3. This Agreement shall be subject to English law and the Parties agree to submit to the exclusive jurisdiction of the English courts.

14. Complaints Procedure

Afiniti is committed to providing training and development of the highest quality to its customers. We are an organisation accredited by the LPI (Learning and Performance Institute), the professional body for Learning in the UK and, as such, we abide by their Code of Practice for training providers.

Afiniti is consistently looking for ways in which we can improve. Your feedback is important to us and crucial in this process. If in the event you are dissatisfied with the services received, if they did not meet the objectives stated, or if they fell short of your expectations we would ask you to adopt the following procedure, in line with the requirements of the LPI: -

- 1) Bring any issue to the immediate attention of any employee of Afiniti. Our expectation is that your issue will be resolved immediately or escalated to the appropriate person in the company who can help.
- 2) If you feel that your issue has not been resolved to your satisfaction, please email Corrina Jorgensen, Managing Director for Afiniti (at info@afiniti.co.uk), stating the nature of the issue and providing as much detail as possible. Afiniti will acknowledge the complaint within 2 working days and will investigate.
- 3) Afiniti will provide an initial response within 5 working days of receipt of the written complaint; it may take a little longer to complete the investigation and provide a final response but you will be informed regularly of our progress.
- 4) If upon receipt of our final response, you are dissatisfied with the outcome you are advised to escalate your issue to the LPI. A form to register a complaint is available from the LPI, and will be supplied by the LPI on request. Complaints by clients shall then be made direct to the LPI and must generally be made within one month of the provider having given an initial response to the complaint. If the LPI is satisfied that a complaint against a provider is justified, the provider shall be bound by the LPI's decision on the matter.
- 5) Further details of the LPI complaints procedure can be found by contacting them via their website (<https://www.learningandperformanceinstitute.com/contactus.htm>)