

JOHN BEECH LIMITED T/A BEECH GROUP
TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF TRAINING SERVICES

1. INTERPRETATION AND DEFINITIONS

1.1 The following expressions shall have the following meanings:

"**Applicable Laws**" means (for so long as and to the extent that they apply to Beech) Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

"**Booking**" means the media (online, phone or document etc.) used by the Client to book the Training Services.

"**Charges**" means the Client specified in the Booking Form or Quotation.

"**Client**" means the party who purchases or agrees to purchase the Training Services as identified in the Booking Form or Quotation.

"**Commencement Date**" is the first training date specified in the Booking Form or Quotation; or the date specified on any information issued or stipulated on the Company website.

"**Company**" means John Beech Limited T/A Beech Group whose registered office is The Foundry Business Centre, Marcus Street, Birkenhead, Wirral, CH41 1EU.

"**Conditions**" means these terms and condition as amended from time to time.

"**Contract**" means the contract between the Company and the Client for the supply of Training Services in accordance with these Conditions.

"**DPA**" means the Data Protection Act 2018.

"**Personal Data**" means personal data as defined in section 1 of the DPA.

"**Premises**" means the Client's premises, or such location as specified in the Booking Form or Quotation at which the Training Services shall be provided.

"**Term**" means the term of the Contract beginning on the Commencement Date and ending on the date of completion of the Training Services by Beech, the date stated in the Booking Form or Quotation.

"**UK Data Protection Legislation**" any data protection legislation from time to time in force in the UK including the DPA or any successor legislation.

"**VAT**" means value added tax.

"**Website**" means <https://www.beech-group.co.uk>

"**Working Day**" means Monday to Friday, excluding bank holidays and other days in England and Wales.

1.2 The headings to these Conditions are for guidance only and shall not affect the construction of the Contract. The singular shall include the plural and vice versa.

1.3 Where there is any conflict or inconsistency between the provisions of the Contract, such conflict or inconsistency shall be resolved according to the following order of priority (and for the avoidance of doubt, the document in 1.3.1 takes priority over the document in 1.3.2):

1.3.1 the Booking Form or Quotation.

1.3.2 these Conditions.

1.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.5 The Booking Form or Quotation constitutes an offer by the Client to receive Training Services in accordance with these Conditions and any Quotation, which shall remain open valid for a period of 30 days from its date of issue (unless otherwise agreed by Beech and/or stated in the Quotation). The Booking Form may be provided to Beech online through the Website, or via email.

1.6 The Booking Form shall be deemed accepted upon the provision of Beech's confirmation of booking the Training Services, which shall be provided via email or letter, or Beech's commencing performance of the Services whichever is the earlier, at which date the Contract shall come into existence ("**Commencement Date**").

1.7 Any Quotation given by Beech shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.

1.8 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. SERVICES

2.1 During the Term, Beech shall supply the Training Services to the Client in accordance with the Contract and using all reasonable skill, care, and due diligence to the standard of a reasonably qualified and competent provider of training services.

2.2 Beech shall act in accordance with the Beech documented in-house procedures for training works, which shall be made available upon request.

2.3 Beech shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Beech shall notify the Client of the relevant changes and any consequential amendment to the Charges in any such event.

3. DESCRIPTION

3.1 The quantity and description of the Training Services will be as set out in the Booking Form or Quotation. All samples, drawings, descriptive matter specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures excluding the Marketing Content are issued or published for the sole purpose of giving an approximate idea of the Services represented by or described by them. They shall not form part of the Contract or have any contractual force. The Company reserves the right to alter the content, timing, venue, and format of the Training Services.

4. PRICE

4.1 The Client agrees to pay the fees at the rates and in the manner set out in the Booking Form or Quotation. Value Added Tax (VAT) is not included and will be charged at the standard rate and shall be payable by the Client in addition to the fees on receipt by the Client of a valid VAT invoice from the Company.

4.2 Invoices will be submitted by the Company as provided in the Booking Form or Quotation and shall be paid by the Client within the specified payment terms stated in the Booking Form or Quotation.

4.2.1 The Client agrees to pay the invoice in full, 15 days prior to the specified first date of training

4.2.2 The Client agrees to pay the invoice in full, immediately, if the specified first date of training is within 10 days of the booking request

4.3 Beech reserves the right to carry out an annual review of the Charges and will notify the Client of any resulting changes to the Charges at least 30 days prior to implementation.

4.4 In the event of late payment for whatever reason and without prejudice to its other rights and remedies, the Company shall have the right to:

4.4.1 to suspend any further performance of the Training Services for such period as the Company feels fit, including where appropriate the issuing of any exam results or certificates.

4.4.2 to charge interest on all outstanding monies due from the Client to the Company at the rate of 8% above the base rate of HSBC PLC from the date of the invoice to the date of payment. The Client shall pay the interest together with the overdue amount.

4.5 If the performance of the Training Services is suspended or cancelled at the request of the Client or is prevented or delayed by any act or omission by the Client or through any failure or delay by the Client, including but not limited to the performance of its obligations under clause 7.1 below, then the Company shall be immediately entitled to:

4.5.1 full payment for the Training Services commenced prior to suspension, cancellation, or delay by the Client; and

4.5.2 cancellations by the Client must be provided to the Company in writing and are subject to the following charges:

- Cancellation over 28 days before the Training Services start date – 10% of fees.
- Cancellation between 15 and 28 days before the Training Services start date – 50% of fees.
- Cancellation up to 14 days before the Training Services start date – 100% of fees.

4.6 All payments to be made by the Client under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim. Time for payment shall be of the essence of the Contract.

5. DELIVERY

5.1 The Company shall use its reasonable endeavours to comply with any date(s) for completion of the Training Services provided that such date(s) shall not be binding, and time shall not be of the essence for performance of the Training Services. All open courses are run, subject to demand, therefore if a course is cancelled by the Company, transfer to an alternative date will be offered to the Client.

5.2 The Company reserves the right to alter the content, lecturers, timing, and venue of the open courses for reasons beyond their control.

5.3 The Company warrants to the Client that the Training Services will be provided using reasonable skill and care.

6. WARRANTIES AND LIABILITY

6.1 In the event of any breach of the Company's express obligations under these Conditions the remedies of the Client will be limited to damages, which in any event shall not exceed the fees paid by the Client for the Training Services.

6.2 The Company does not exclude its liability (if any) to the Client:

6.2.1 for breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982.

6.2.2 for personal injury or death resulting from the Company's negligence.

6.2.3 under section 2(3) Consumer Protection Act 1987.

6.2.4 for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or

6.2.5 for fraud.

6.3 It is hereby agreed by the Client that the Company shall in no circumstances be liable to the Client for direct, indirect, or consequential loss (all three of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in performance except as set out in this clause 6.

6.4 Except as set out in clauses 6.1 to 6.3, the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties, and stipulations, express (other than those set out in the Contract) or implied, statutory, customary, or otherwise which, but for such exclusion, would or might subsist in favour of the Client.

7. DATA PROTECTION

7.1 The Client agrees to give the Company such information advice and assistance relating to the Training Services as the Company may reasonably require within sufficient time to enable the Company to perform the Training Services in accordance with the Marketing Content.

7.2 The Client shall be responsible to the Company for ensuring the accuracy of any information submitted by the Client.

7.3 The Client shall indemnify the Company against all loss, damages, costs, and expenses awarded against or incurred by the Company in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Company's use of the Client's information.

7.4 The Client shall indemnify the Company against all claims, actions, losses, damages, costs, and expenses incurred by the Company arising from or due to the negligence of the Client its servants or agents.

8. INTELLECTUAL PROPERTY

8.1 Copyright in all course materials and other recorded matter whether made in connection with the Marketing Content and/or the Training Services or otherwise shall always remain vested in the Company.

8.2 No part of any course materials, or any other materials provided by the Company may be reproduced or transmitted in any form or by any means or stored in any retrieval system of any nature without prior permission, except as it may be permitted to do so by law.

9. CONFIDENTIALITY

9.1 All drawings and technical information supplied by the Client to the Company and all information supplied by the Company to the Client shall be deemed to have been furnished in confidence for the purpose authorised by the acknowledgement of Order and no other. The recipient party shall take all reasonable precautions to prevent communication of any such information to any of its employees or to any third party except as may be necessary in order to carry out the purpose of the Order or the Training Services. If disclosure to an employee or a third party is necessary for such purposes, then such employee or third party shall be required to observe the same confidentiality obligation as the recipient party.

9.2 Neither the Company nor the Client shall use the name of the other in any publicity material nor publish anything relating to work being undertaken pursuant to the performance of the Training Services without the prior written permission of the other (such permission not to be unreasonably withheld).

9.3 The obligations of confidentiality and non-publication contained in Clauses 9.1 and 9.2 shall not apply to any information which: -

9.3.1 is in or entered the public domain other than by virtue of the recipient's act or omission.

9.3.2 is known to the recipient at the time of the disclosure to the recipient provided that the recipient produces to the other satisfactory evidence of the same within 14 days of such disclosure.

9.3.3 is required to be disclosed by the recipient by a court of competent jurisdiction or any UK government or regulatory authority.

10. TERMINATION

10.1 Beech may terminate the Contract (or part thereof) by providing the Client with 30 days' written notice without liability.

10.2 Either party may terminate the Contract forthwith by notice to the other party without liability to such party if:

10.2.1 the other party is in material breach of the Contract which breach is not capable of remedy or, if capable of remedy, is not remedied within 14 days of notification of the breach and requiring its remedy; or

10.2.2 the other party has had a trustee, receiver, administrative receiver or similar official appointed over a material part of its business or assets; or an order has been made or a resolution passed for the other party's winding up (otherwise than for the purpose of a bona fide scheme of arrangement or solvent amalgamation or reconstruction) or an administration order has been made; or a proposal has been made in respect of the other party for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other composition scheme of arrangement with (or assignment for the benefit of) its creditors; or the other party ceases to trade or is unable to pay its debts as and when they fall due; or any other analogous event occurs in any other jurisdiction;

10.2.3 the other party ceases or threatens to cease trading; or

10.2.4 the other party fails to make any payment in accordance with the terms of the Contract.

10.3 Upon termination of the Contract howsoever occurring: -

10.3.1 the Client shall return or dispose of any of Beech's Confidential Information and all copies thereof in accordance with Beech's instructions; and

10.3.2 the Client shall remain liable to pay any and all Charges outstanding and for any Services already performed prior to the date of termination.

- 10.4 Termination of the Contract for any reason shall be without prejudice to any rights of either party which may have accrued up to the date of termination.
- 10.5 All other clauses shall survive termination.
11. **FORCE MAJEURE**
- 11.1 Neither party shall be liable to the other for any loss or damage or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of either party's obligations in relation to the Training Services, if failure was due to any cause beyond the reasonable control of either party including without prejudice to the foregoing Act of God, explosion, flood, tempest, fire or accident, wars or threat of war, sabotage, insurrection, an act of terrorism, civil disturbance or requisitions, acts, restrictions (including COVID-19 (Coronavirus), and any variant thereof), regulations, bye-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of either party or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery, and power failure or breakdown in machinery.
12. **LAW**
- 12.1 These Conditions together with the Company's Booking Form or Quotation and the Contract shall be governed and construed in accordance with laws of England and Wales and the Company and the Client submit to the exclusive jurisdiction of the courts of England and Wales.
13. **VARIATION(S)**
- 13.1 Any variation to the Conditions of the Contract and any representations about the Training Services shall have no effect unless expressly agreed in writing, on Company headed paper, and signed by a Director of the Company.
14. **AGREEMENT**
- 14.1 These Conditions together with the Company's Booking Form or Quotation, and the Company's acknowledgement of Order shall form the entire agreement between the Company and the Client. These Conditions shall supersede and prevail over terms and conditions sought to be imposed by the Client provided that this shall not exclude liability which the Company would otherwise have to the Client in respect of any statements made fraudulently by the Company prior to the date of the Order.