



Residential Training Course

Terms and Conditions

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Client for the supply of the Training in accordance with clause 6.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.5.

Contract: the contract between North and the Client for the supply of the Training in accordance with these Conditions.

Client: the person or firm who purchases the Training from North.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Delegate(s): an employee or representative of the Client scheduled to attend the Training.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

North: The North of England Protecting and Indemnity Association Limited registered in England and Wales with company number 505456.

Online Registration Form: the registration form for the Training available through the following website or its links: www.nepia.com.

Training: the training to be supplied by North to the Client at a residential training course as set out in the Specification.

Training Materials: any materials or documents provided by North to the Client as part of the Training.

Training Providers: means the entity which delivers on the Training on behalf of or in conjunction with North.

Specification: the description or specification of the Training available through the following website or its links: www.nepia.com.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Interpretation:

- (a) 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 all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2. **Basis of the Contract**

- 2.1 The Contract shall come into effect once the invoice has been issued by North to the Client after the Client has completed the Online Registration Form.
- 2.2 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.
- 2.3 Any descriptive matter or advertising issued by North, and any descriptions contained in North's catalogues, brochures or websites, are issued or published for the sole purpose of giving an approximate idea of the Training described in them. They shall not form part of the Contract or have any contractual force.

3. Supply of the Training

- 3.1 North shall supply the Training to the Client in accordance with the Specification in all material respects.
- 3.2 North shall use reasonable endeavours to meet any performance dates set out in Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 North reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training, and North shall notify the Client in any such event.
- 3.4 North warrants to the Client that the Training will be provided using reasonable care and skill. Where North provides the Training in conjunction with selected Training Providers, to the best of its knowledge the Training Providers are suitably qualified and accredited to deliver the Training.
- 3.5 It is the responsibility of the Client to ensure that the Delegates meet the prerequisites (if any) of the Training on which they are booked, and that the contents of the Training meets their requirements.
- 3.6 Unless otherwise indicated in the Specification, the Training will be delivered solely in English and all Delegates should be sufficiently proficient in English.
- 3.7 North reserves the right to refuse admission to, or eject from the Training, any Delegate who in its absolute discretion it considers to be unsuitable for the Training or represents a security risk, nuisance or annoyance to the running of the Training. The Client agrees to comply with all reasonable instructions issued by North or the venue owners at the Training. In the event that a Delegate is removed pursuant to this provision then the Client shall not be entitled to a refund of the Charges.

4. Cancellation and postponement of the Training

- 4.1 North reserves the right to cancel or arrange an alternative date for the Training. In such circumstances, North will endeavour to provide notice of cancellation or change to the Client. In the event of cancellation or postponement by North the Client shall be entitled to a full refund of the Charges, but North shall not be liable for any other loss or expense howsoever arising.
- 4.2 The Client may cancel its booking for the Training by notifying North in writing. The Client shall also be deemed to have cancelled its booking for the Training on the date of the Training if its Delegate does not attend the Training. The Client shall be liable to pay a cancellation fee as follows:

Number of days' notice prior to the Training	Proportion of course fee payable
0 – 15	100%
16 - 25	50%
26+	0%

5. Client's obligations

5.1 The Client shall:

- (a) co-operate with North in all matters relating to the Training;
- (b) be responsible for ensuring that its Delegate(s) have the right and are able to attend the Training;
- (c) provide North with such information and materials as North may reasonably require in order to supply the Training, including but not limited to details of the Delegate(s), and ensure that such information is complete and accurate in all material respects; and
- (d) where Training is to be provided at the Client's premises, provide North, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by North.

6. Charges and payment

6.1 The Charges for the Training shall be the charges set out in the Specification at the date of the Contract.

6.2 North shall invoice the Client on receipt of the Online Registration Form.

6.3 Subject to clause 6.4, the Client shall pay each invoice submitted by North:

- (a) within 14 days of the date of the invoice or in accordance with any credit terms agreed by North and confirmed in writing to the Client; and
- (b) in full and in cleared funds to a bank account nominated in writing by North, and
- (c) time for payment shall be of the essence of the Contract.

6.4 All invoices shall be paid prior to the Training, failing which the Delegate(s) shall not be permitted to attend the Training and the Client shall not be entitled to a refund.

6.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by North to the Client, the Client shall, on receipt of a valid VAT invoice from North, pay to North such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.6 If the Client fails to make a payment due to North under the Contract by the due date, then, without limiting North's remedies under clause 10, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Intellectual property rights

7.1 All Intellectual Property Rights in or arising out of or in connection with the Training (other than Intellectual Property Rights in any Training Materials) shall be owned by North.

7.2 The Client shall not be permitted to copy and/or distribute, in whole or part, the Training Materials to any third party without the prior written consent of North.

8. Data protection

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

8.2 Without prejudice to the generality of clause 8.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to North for the duration and purposes of the Contract.

9. Limitation of liability

9.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2 North shall not be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profits, loss of business, loss of income, depletion of goodwill

and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses.

9.3 North's total liability to the Client shall limited to the amount of the Charges payable for the Training. North's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

9.4 This clause 9 shall survive termination of the Contract.

10. Termination

10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.2 Without affecting any other right or remedy available to it, North may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.

10.3 Without affecting any other right or remedy available to it, North may suspend the supply of the Training under the Contract or any other contract between the Client and North if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d), or North reasonably believes that the Client is about to become subject to any of them.

11. Consequences of termination

- 11.1 On termination of the Contract the Client shall immediately pay to North all of North's outstanding unpaid invoices and interest.
- 11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12. General

- 12.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 12.2 **Assignment and other dealings.**
 - (a) North may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
 - (b) The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of North.
- 12.3 **Confidentiality.**
 - (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3(b).
 - (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

12.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.8 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Online Registration Form.
- (b) Any notice shall be deemed to have been received:

- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

12.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.