

1. Definitions

1.1 Agreement: means the contract you have entered into by purchasing the services to which these terms and conditions apply.

1.2 Client: person, firm or company to whom Services are provided.

1.3 SOA: means SOA Safety Limited with registered office 125 Duke Street, Barrow In Furness, Cumbria, LA14 1XA.

1.4 Services: services to be provided by SOA to the Customer under the Agreement which include open scheduled courses, closed on/off-site training courses and consultancy services.

1.5 In-house training: refers to training delivered by SOA on Client's premises.

1.6 Open courses: refers to training delivered by SOA to multiple clients at an SOA or alternative location from that of the Client.

1.7 Closed courses: refers

1.7 Consultancy: refers to bespoke advice and other assistance relating to a Client's specific requirement as agreed at the outset of the engagement.

1.8 Engagement: refers to each individual piece of bespoke In-house training or Consultancy work requested by the Client.

1.9 Bespoke training: refers to training tailored to a Client's specific requirements including but not limited to creation of new and tailored training materials.

1.10 Working Day: every week day apart from Saturday, Sunday, and United Kingdom statutory holidays.

1.11 Third Party: refers to any outside party, contractor or consultant which SOA may choose to deliver the Services.

1.12 Quote: refers to the price quoted in a proposal document, contract or any other form of formal communication.

2. General

2.1 These terms and conditions should be read and accepted by you prior to your purchase. You accept that by purchasing any of our Services, you agree to be bound by these terms and conditions.

2.2 By placing an order for Services from SOA you warrant that you are legally capable of entering into binding contracts on behalf of the Client, and acknowledge that where a

purchase order is issued for the ordering of such services, these Terms and Conditions will prevail over any terms and conditions contained within any such purchase order.

2.3 Where a client has a specific agreement or contract in place for alternative services provided by SOA, the Client acknowledges that for any instances of training or consultancy, and/or where there is a conflict of terms and conditions, these Terms and Conditions will apply for any training or consultancy services unless expressly acknowledged in writing by SOA.

2.4 SOA reserves the right to modify these T&Cs without prior notice. When changes are made, SOA will notify the changes on the Company's website (www.soasafety.co.uk). If the Client does not accept any changes, the Client shall promptly notify SOA of such non-acceptance and in such case, the old T&Cs shall govern for the remaining term of Agreement and the new T&Cs shall apply to any new Agreement.

2.5 SOA shall provide the Services requested, and as described in any SOA written proposal, exercising reasonable skill and care at all times.

2.6 The Agreement shall be governed by English Law. Any dispute under this Agreement shall be submitted to the exclusive jurisdiction of English courts.

2.7 The parties are each independent contractors. Nothing in this Agreement shall give rise to a partnership, joint venture, agency or any such other relationship between the parties. Neither party shall claim to be a legal representative, partner, agent, franchisee or employee of the other party.

2.8 SOA may assign or sub-contract its obligations or rights under this Agreement to a competent third party in whole or in part. The Client may not assign this Agreement in whole or in part except with SOA's express written consent.

2.9 By providing personal data relating to your employees or agents to us, you confirm that you are entitled to disclose that data to us under the terms of the Data Protection Act 2018 and related legislation and that we are entitled to process such data for the purposes of providing your contracted Services.

3. Customer Obligations

3.1 Where SOA are required to perform services on Clients premises, the Client agrees to provide a full and safe working environment for SOA's staff and contractors including any relevant safety wear and equipment as may be necessary in performing the required services.

3.2 The Client agrees to ensure that SOA staff and any sub-contractors engaged by SOA are informed of all relevant health & safety requirements of the Client's site at the outset of any services performed.

3.3 The Client agrees to have in place suitable employer's liability and public liability insurance at all times that services are performed by SOA on the Customer's premises.

4. Fees & Payment

Fees

4.1 Any prices quoted to the Client for the provision of Open Courses will be based on prevailing price lists in force at that time. Such price lists are subject to change and amendment at any time.

4.3 Prices quoted for the provision of In-house training or Consultancy are provided on a bespoke basis, dependent on the Clients' requirements on a job by job basis and are only valid for 30 days from the date of any written quote.

4.4 Any discounts offered by SOA to the Client for the provision of services are offered against published price lists or standard rates in force at the date of quote, and such discounts or offers are unable to be used in conjunction with any other offers available at that time.

4.5 All fees are quoted exclusive of VAT, which will be charged at the prevailing rate.

4.6 All fees quoted are for the provision of services only and exclude any travel or subsistence or other expenses which will be payable by the Client in accordance with SOA's internal expenses policy. Such travel and subsistence will be recharged to the Client at cost. Mileage will be recharged to the Customer at 45 pence per mile where applicable.

4.7 All fees are subject to annual or other such periodic review and amendment in order to take into account the changing nature and variation of wages, materials and other costs in providing the services to the customer. SOA reserves the right to accordingly adjust fees at any time to take account of such increases in cost.

Payment terms

4.8 All training courses (both Open and Closed courses and In-house training) are payable within 14 days of invoice unless alternative terms are agreed prior.

4.9 Consultancy assignments will be invoiced either upon completion or in the case of longer assignments on a monthly frequency based on work completed at the point of billing. Such invoices are payable 14 days from the date of invoice or in the case of ongoing consultancy on the 1st day of each month.

4.10 Any fees outstanding beyond agreed terms are subject to a late payment interest charge of 8% above the Bank of England base rate prevailing at the end of each month that such debt is outstanding.

4.11 The Client warrants in all instances that where a valid Customer purchase order is required to be quoted on any invoices, the Customer will provide such purchase order details as necessary in order to facilitate payment in good time and for the full value of any service provided.

4.12 SOA is not liable under any circumstances for the failure of the Client to provide any necessary purchase order information as may be required, and the Client accordingly

acknowledges that all fees are due and payable according to SOA's terms and conditions in the instances where a valid purchase order has failed to be provided.

5. Cancellation & Termination

Cancellation

5.1 Cancellation charges including those levied for transfers, deferrals or postponements of services are charged in accordance with the table of charges set out below. All charges are exclusive of VAT.

5.2 Charges are applied to the full list price of any course or standard day rates in force at the date of cancellation.

5.3 All cancellations, transfers, deferrals or postponements must be received in writing by SOA.

Consultancy	Less than 7 days	
Cancellation %	100%	

Training	10-20 days	Less than 10 days
Cancellation %	50%	100%
Transfer/Postponement fee %	0%	25%

5.4 SOA reserves the right to cancel, defer or postpone any training or consultancy services at any time at its discretion with no liability to the Client. In such circumstances SOA will offer the Client an alternative date. SOA will not be liable for any expenses incurred by the Client within 10 working days of the course date; thereafter SOA will reimburse the Client the lower of the expense incurred or £100 in total on production of supporting receipts. SOA will not compensate the Customer for any time spent travelling or being away from the office as a result of such cancellation.

5.5 Where SOA cancels a course and is unable to offer an alternative date to the Client, then the Client will be refunded in full any fees paid. For the avoidance of doubt SOA is under no obligation to provide a refund where an alternative date is offered but is refused by the Client.

5.6 The Client may substitute course attendees as required (excluding NEBOSH course as long as SOA is informed in writing prior to the start date. In such instances it is the Clients responsibility to ensure that the attendee has any pre requisite knowledge and/or undertaken any required pre-reading in order to attend the course.

5.7 Refunds will be given for all cancellations made 20 days prior to the course starting.

Termination of Agreement

5.8 This Agreement will continue to apply to all training and consultancy arrangements (excluding the Support packages) provided to the Client until such time that terms and conditions are changed.

5.9 SOA may at its discretion terminate or suspend this Agreement upon 10 days' notice to the Client if:

a) the Client ceases to trade or otherwise terminates business operations;

b) becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or any proceeding is instituted against the Customer;

c) fails to make payment in accordance with the terms and conditions of this Agreement

5.10 SOA may at its discretion immediately terminate or suspend this Agreement if the Client commits a material breach, or a series of breaches the combination of which constitutes a material breach and the Client fails to remedy such breach(es) with 10 days after receipt of notice giving details of breach(es) and requiring them to be remedied.

6. Staff & Contractors

6.1 SOA shall be entitled to subcontract, delegate or assign the provision of any services or any of their rights or duties under these terms. SOA shall have discretion as to which of their employees or self-employed agents, contractors or third parties ("Third Party") are assigned to perform the services.

6.2 The Client agrees to pay SOA's introduction fee as set out in clause 6.3 in the event that the Customer, any subsidiary, group or associated company or any person connected with the Customer (directly or indirectly) recruit as an employee or engage as self-employed contractor any employee or Third Party of SOA if that employee or Third Party was involved in the provision of services to the Customer by SOA in the 12 month period prior to their engagement by the Customer.

6.3 In the event that the Customer engages an employee or Third Party of SOA as set out in clause 6.2, the Customer agrees to pay an introduction fee (which shall be immediately due and payable) equal to 50% of the annual remuneration (including pay and benefits) payable by the Customer to the relevant individual in the year following the commencement of that individual's employment.

7. Intellectual Property & Confidentiality

7.1 All intellectual property rights of any nature (including copyright) created or provided by SOA or its employees or Third Parties shall be and remain the property of SOA and any such materials shall be licensed to the Client for internal use only.

7.2 The Client undertakes to keep all Publications materials created by SOA confidential and not to copy, publish or distribute any such information, materials or documents to any third party without SOA's prior written consent (save where such information is in the public domain or the Customer is required to disclose such information by law).

7.3 Each party agrees with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs other than to its employees or subcontractors who need to know such information or where the other party has consented to such disclosure.

8. Force Majeure

8.1 SOA shall be entitled to delay or cancel delivery of any services or to reduce the amount of services delivered if it is prevented from or hindered or delayed in the provision of services through any circumstances beyond its reasonable control including strike, lock-out, accident, war, government action, national emergency, act of terrorism, protest, riot, civil commotion, explosion, flood, epidemic, fire.

9. Liability & Insurance

9.1 SOA's aggregate liability including the liability of their partners, agents, subcontractors and employees in respect of any services provided to the Customer by SOA in connection with your service contract will be limited to the total fees payable by the Client for the service.

9.2 SOA shall not be liable to the Client in respect of any event of default for loss of profits, goodwill or any type of indirect or consequential loss, including the acts or omissions of the Client, even if SOA had been advised of the possibility of the Client incurring the same.

9.3 Nothing in these terms will limit or exclude SOA's liability for death or personal injury arising as a result of SOA's negligence.

9.4 The Client shall to the fullest extent permitted in law, indemnify and hold harmless SOA and its Third Parties from and against any and all claims, damages, losses or expense, arising out of or resulting from any injury or damage sustained on the Customer's premises or for which the Customer is responsible.