

1. DEFINITIONS

1.1. In this Agreement the following expressions shall have the following meanings:

- (i)** 'Associated Company' means the Customer's subsidiary or holding company as defined in Section 736 and Section 736A of the Companies Act 1985 or a subsidiary of such holding company, or any company over which its directors or shareholders have control as defined in Section 840 of the Income and Corporation Taxes Act 1988.
- (ii)** 'Business Days' means Monday to Friday (inclusive) in any week excluding any day that is a public holiday throughout England
- (iii)** 'Customer' means the person, firm or company with whom the Contract for the supply of Training Services is made by ISC
- (iv)** 'Customer Course Invoice' means an invoice submitted by ISC to the Customer in respect of Training Services
- (v)** 'Delegate' means the person booked by the Customer to attend a course
- (vi)** 'Event of Default' means any act or omission on the part of ISC or its employees agents or sub-contractors.
- (vii)** 'Insolvent' means the Customer becoming unable to pay its debts within the meanings of Section 123 (Company) or Section 268 (Individual) of the Insolvency Act of 1986 or the Customer ceasing to pay its debts in the ordinary course of business or being unable to pay its debts as they become due or the Customer ceasing or threatening to cease to carry on its business.
- (viii)** 'IP Rights' means patents, trade marks, service marks, registered designs, applications for any of these items and the right to apply for them in any part of the world together with copyright, design right, database rights, inventions, knowhow, confidential information, trade secrets, domain names, trade and business names, any other intellectual property rights or similar protected rights in any country
- (ix)** 'ISC' means ISC Networks Ltd of Solar House, Stukeley Business Centre, Huntingdon, Cambridgeshire, PE29 6EF.
- (x)** 'Management Information' means information in relation to the provision of the Training Services including, but not limited to, designs, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, manuals, photographs, negatives, tapes, discs, and software.
- (xi)** 'Training Services' means the provision of instructor led training courses delivered by ISC

2. GENERAL

2.1. These are the Standard Terms and Conditions of supply of Training Services by ISC which shall govern all agreements for the supply of Training Services by ISC to the Customer ("the Agreement"). Any contrary or additional items are excluded unless agreed in accordance with the Agreement. Any quotation or other communication sent by ISC to the Customer shall be deemed to be an invitation to treat only. The Customer's purchase orders shall constitute offers to buy only and the Agreement between ISC and the Customer shall come into effect upon ISC's acceptance, whether upon ISC's formal acknowledgements of order or otherwise of the Customer's order.

2.2. ISC's web site, training schedules, catalogues, brochures, leaflets or correspondence and information contained therein are not binding on ISC and reasonable variations may be made to the Training Services provided by ISC without notice and such variations shall be accepted as complying with the Contract.

2.3. At its sole discretion and without liability, ISC reserves the right at any time to add or remove course titles from its range of Training Services.

2.4. ISC reserves the right to provide such Training Services at a venue or venues other than ISC's premises and as so determined by ISC and to provide training personnel of its own choice.

2.5. ISC reserves the right to cancel, change or reschedule any Training Services provided by ISC at such notice as ISC deems reasonable in all the circumstances. In cases of emergency such notice may be given at very short notice.

3. CONDITIONS AND WARRANTIES RELATING TO TRAINING SERVICES

3.1. ISC warrants and undertakes to provide the Training Services with reasonable care and skill. This is ISC's only warranty relating to the Training Services and all other warranties or conditions, terms, or undertakings, statutory or otherwise, express or implied are excluded.

3.2. ISC may help the Customer to specify or choose Training Services, but the assessment and selection of the Customer's chosen training for the Customer's purpose remains the Customer's ultimate responsibility. ISC undertakes only that in giving such assistance it has acted in good faith and has not been willfully misleading.

4. PRICE AND PAYMENT

4.1 TERMS OF PAYMENT

4.1.1. The invoice price of the Training Services shall be the price specified in any quotation or acceptance of order and shall be exclusive of VAT or any other similar sales or purchase tax or customs duties payable or to be accounted for by ISC in relation to the supply of the Training Services to the Customer, which shall be charged in addition at the rate in force at the date of ISC's invoice to the Customer.

4.1.2. Payment shall be due and payable within the terms stated on any invoice raised by ISC. Where payment is made by credit card, ISC shall be entitled to add a surcharge equal to 2% of the invoice value.

4.1.3. The Customer shall pay all accounts in full and not exercise any rights of set off or counterclaim.

4.2 SPECIFIC TERMS OF PAYMENT FOR PASSPORT

4.2.1 The Company will invoice the Client in advance of the commencement of training and payment must be received in full no later than 7 days prior to the commencement of the first training day.

4.2.2 The fees chargeable for The Passport are not subject to any other preferential terms that may be in existence between the Company and the Client.

4.2.3 All fees are subject to Value Added Tax, which shall be payable additionally at the rate prevailing at the date of invoice. VAT applies to all delegates attending courses in the UK, regardless of country of origin as the tax point is the location of the course delivery.

4.2.4 The Passport will be valid for 12 months from the commencement date. Failure to utilise the total amount of training days purchased within this timescale will result in forfeiture of any unused training entitlement.

5. ONSITE TRAINING SERVICES

5.1. If any Training Service is carried out at the Customer's premises or at a location nominated by the Customer, unless otherwise expressly agreed by ISC, the Customer will be responsible at its own expense for:

(i) The provision throughout the duration of the Training Service of such facilities and equipment as ISC shall specify to enable the Training Service to be delivered. Such facilities and equipment shall comply with the minimum levels specified by ISC in writing in advance of the Training Service and shall be at the risk of the Customer at all times and the Customer shall keep the same insured accordingly.

(ii) Any costs and expenses which ISC may incur as a result of any delay or failure in providing such facilities and equipment; and

(iii) Any loss or damage to any equipment documentation or other items provided by ISC. The Customer shall indemnify ISC in respect of any such loss and/or damage whilst at the Customer's premises or premises nominated by the Customer.

6. CANCELLATION & TRANSFER

6.1. The Customer agrees to pay ISC a sum equal to the following percentages of the sums due in respect of a Customer Course Invoice due to ISC by way of agreed damages if a Delegate fails to attend, or withdraws from a Training Service, or the Customer cancels or transfers the date on which the Delegate is to attend a Training Service without providing written notice:

Number of full Business Days between receipt of written notice by ISC of notice of transfer, withdrawal or cancellation and the commencement of the course:

More than 21 working days – No charge

16 - 20 working days – 50% of Customer Course Invoice payable

15 or less working days – 100% of Customer Course Invoice payable

A transfer fee will be payable on any change of delegate or course date of £45.00 after confirmation of the booking.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. IP Rights owned by the Customer in the Management Information and supplied by the Customer to ISC shall remain the property of the Customer.

7.2. IP Rights in Management Information owned by ISC and prepared by ISC specifically and exclusively for the Customer as part of the Training Services ("Customer Management Information") shall on payment of all fees due under this Agreement belong to and are assigned to the Customer so far as such assignment is lawfully possible. ISC agrees to execute at the cost of the Customer all documents and perform such acts as may be reasonably necessary to enable the Customer to obtain or maintain and perfect its title to IP Rights in such Customer Management Information. For the avoidance of doubt, nothing in this Clause shall affect the ownership of IP Rights in Customer Management Information owned by third parties.

7.3. The Customer grants to ISC a non-exclusive, irrevocable, royalty-free license to use, copy and/or modify the IP Rights referred to in Clause 7.1 and the Customer Management Information for the purpose of performing the Training Services or any other obligations under this agreement.

7.4. Subject to Clause 7.2 all other IP Rights owned or used by ISC including (without limitation) those used in performing the Training Services, those in any system used to deliver Management Information or to facilitate communication between the Customer and ISC or those in Management Information (other than Customer Management Information) shall remain with and be owned by ISC or any applicable third parties.

7.5. The Customer is granted a non-exclusive, royalty-free license to use, copy and / or modify Management Information owned by ISC in performing the Training Services for its own internal business purposes in order to receive the benefit of the Training Services.

7.6. In respect of Management Information provided by ISC, it is responsibility of ISC to obtain (at no cost to the Customer) such licenses to use third party IP Rights as may be necessary to enable the Training Services to be provided.

8. DEFAULT AND TERMINATION

8.1. If the Customer fails to pay any invoice or any sum due to ISC under any Agreement on the due date or the Customer's credit limit is withdrawn or exceeded or any trade credit insurance is withdrawn from the Customer or its Associated Company or the Customer or its Associated Company become Insolvent or there is a material change in the Customer or in its Associated Company constitution or the Customer commits a material breach of this Agreement and fails to remedy that breach after being requested to do so all sums outstanding between the Customer and ISC under this and any other agreement shall become immediately due and payable and ISC shall be entitled to do any one or more of the following (without prejudice to any other right or remedy ISC may have):

(i) Require payment in cleared funds in advance of provision of Training Services;

(ii) Cancel this or any other agreement with the Customer or suspend any further provision of any goods or Training Services under such Agreement;

(iii) Demand immediate payment of other monies due from the Customer to ISC under this or any other agreement

(iv) Terminate this or any other agreement with the Customer without liability on ISC's part by our written notice to the Customer's last known address; and / or
(v) Charge interest on monies outstanding from the Customer to ISC in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until payment is received after as well as before judgment.

8.2. The Customer shall reimburse ISC's costs including legal costs on an indemnity basis which ISC incur in enforcing ISC's rights under this Agreement including but not limited to recovery of any sums due. Such sums shall be in addition to any interest and statutory compensation recoverable by ISC under the Late Payment of Commercial Debts (Interest) Act 1998.

9. LIMITATIONS OF LIABILITY

9.1. The following provisions set out ISC's entire liability (including any liability for the acts and omissions of its employees agents and sub-contractors) to the Customer in respect of any breach of its contractual obligations arising under this Agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.

9.2. Nothing in this Agreement will exclude or limit ISC's liability to the Customer for fraud or death or injury resulting from ISC's own, or that of its employees' agents' or subcontractors', negligence.

9.3. Subject to the limit set out in Clause 9.4 below ISC shall accept liability to the Customer in respect of damage to its tangible property resulting from the negligence of ISC or its employee's agents and sub-contractors.

9.4. Subject to the provisions of Clause 9.2 ISC's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to:

(i) £1,000,000 in the case of an Event of Default falling within Clause 9.3 above; and

(ii) 125% of the price paid for the Training Services giving rise to the claim in the case of any other Event of Default.

9.5. Subject to Clause 9.2 ISC shall not be liable to the Customer in respect of any Event of Default for loss of profits, loss of revenue, loss of business, loss of goodwill, loss or damage to or corruption of data, loss of opportunity, or any type of special indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or if ISC had been advised of the possibility of the Customer incurring such loss or damage.

9.6. If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under the Agreement.

9.7. The Customer agrees to afford ISC not less than 25 Business Days in which to remedy any Event of Default.

9.8. Except in the case of an Event of Default arising under Clause 9.2 ISC shall have no liability to the Customer in respect of any Event of Default unless the Customer gives notice of the Event of Default to ISC within 3 months of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.

10. MISCELLANEOUS

10.1. Termination of this Agreement shall not affect rights and obligations which have accrued at the time of termination.

10.2. This Agreement is personal to the Customer and it may not be assigned without the consent of ISC.

10.3. ISC may perform all or any of its obligations under this Agreement through its group companies, agents or contractors as it see fit.

10.4. The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled under this Agreement, shall not constitute a waiver of any breach of this Agreement.

10.5. The Contracts (Rights of Third Parties) Act 1999 does not apply so as to give a person who is not a party to this Agreement any right under it.

10.6. If a party is unable to carry out or is delayed in carrying out its obligations under this Agreement for any reason beyond that party's reasonable control, ("Force Majeure") it shall not

be liable for its inability or the delay. If the Force Majeure continues for a continuous period of 3 months then either party may terminate this Agreement by 30 days notice to the other party.

10.7. This Agreement sets out the entire Agreement between ISC and the Customer with respect to its subject matter and supersedes any previous Agreements between the parties in relation to that subject matter. No purported variation of this Agreement shall be effective unless made in writing and signed by the Customer and a director of ISC.

10.8. Both ISC and the Customer waive any entitlement to a claim in relation to a representation which is not made or confirmed in writing signed by a director or authorised officer of that party save in the case of fraudulent concealment or fraudulent misrepresentation.

10.9. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any competent authority the remaining provisions shall continue in full force and effect.

10.10. This Contract shall be considered as an Agreement made in England and according to English Law and, shall be subject to the non-exclusive jurisdiction of the English Courts to which both parties hereby submit.

10.11. During the term of the Agreement and for 12 months thereafter the Customer will not without the consent of ISC employ or attempt to employ any employee or former employee of ISC to perform computer maintenance, information technology or computer related training services (otherwise than through ISC pursuant to this Agreement or any Agreement in continuation or substitution of it) if that employee or former employee has had a direct involvement with the Customer during the period of the Agreement.

10.12. All notices required under this Agreement shall be in writing and be sent to the then current business address of the recipient. Any such notice may be delivered personally or by first class pre-paid letter or facsimile transmission but not by electronic mail and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when dispatched subject to the production of a transmission receipt.

10.13. Where on-site Training Services are provided as set out in clause 5 the Customer shall provide an environment which:

- (i) Complies with all current Health and Safety requirements;
- (ii) Allows safe access and working of ISC employees, agents or contractors;
- (iii) Provides adequate service access space for use by delivery people, engineers, or others, whether directly employed by ISC or not, who may require access to the Customer's premises.

10.14. ISC is not liable for any failure to perform its duties to the extent that the failure is due to a breach by the Customer of its obligations under this Agreement and the Customer will indemnify and keep indemnified ISC against all claims, loss, damages, costs including legal costs, on an indemnity basis incurred, awarded against or agreed to be paid by ISC arising from any breach by the Customer of its obligations in Clause 10.12.

10.15. If the Customer is an individual or group of individuals the Customer agrees that ISC may process the Customer's personal data in accordance with the Data Protection Act 1998 including for the avoidance of doubt the transfer of personal data to ISC's bankers and financiers for the purpose of and in connection with the provision of Training Services by ISC including making Customer credit reference agency searches and credit control enquiries. ISC shall provide to the Customer on request details of its bankers, financiers and any credit reference agencies used.