

## **Terms and Conditions**

### **LITE TRAINING AND DESIGN SOLUTIONS LTD – TRADING AS ‘LITE SOLUTIONS’ TERMS AND CONDITIONS OF SUPPLY**

#### **1. APPLICABILITY**

The Purchaser contracts with Lite Training and Design Solutions Ltd. on its own behalf and on behalf of persons (delegates) who are enrolled by the Purchaser on Lite Training and Design Solutions Ltd. Courses including courses on Lite Solutions provided premises (facilities and seminars), on Purchaser provided premises (onsite courses) or who receive packaged courses ordered on their behalf by the Purchaser. These terms and conditions supersede and replace any previous agreements, proposals or representations made between the Purchaser and Lite Solutions for the provision of Facilities and seminars, Onsite courses and packaged courses. These terms and conditions shall prevail notwithstanding any terms and conditions contained in any order submitted by the Purchaser. Any variation must be agreed in writing by Lite Solutions. The Waiver by Lite Solutions of any breach of any term of this Agreement shall not prevent the Subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach.

#### **2. AUTHORISATION**

The Purchaser hereby certifies that all Delegates are employed directly by, or are under contract to, the Purchaser and undertakes to bring these terms and conditions to the attention of Delegates.

#### **3. CONFIDENTIALITY AND COPYRIGHT**

The Purchaser and Delegates will not:

(a) disclose or provide or make available to any person other than the Purchaser or Lite Solutions, or remove from Lite Solutions’s premises any Lite Solutions program materials or copies thereof acquired as a result of receiving Lite Solutions Services without Lite Solutions’s prior consent.

(b) copy in whole or in part of any program materials acquired as a result of receiving Lite Solutions Services except under the supervision of or in accordance with the instructions of Lite Solutions’s Personnel. Program materials consist of the basic material and their related optional materials for Lite Solutions program products, Lite Solutions special programs and other Lite Solutions licensed programs. NOTE: Lite Solutions materials and courses are provided for the exclusive use of the Purchaser and Delegates. All rights in such materials and courses are reserved. The recording, copying, loan, unauthorised hire, public showing or broadcasting of such materials and courses are prohibited.

#### **4. INDEMNITY**

(a) Lite Solutions will indemnify the Purchaser and Delegates against direct injury or death caused by defects in any Lite Solutions’s products or by the negligence of its employees.

(b) Lite Solutions will indemnify the Purchaser and Delegates against direct damage to property caused by any of Lite Solutions’s product or by negligence

of Lite Solutions’s employees. Lite Solutions’s total liability under this sub-clause shall be limited to £250,000 for any one event or connected events.

#### **5. START DATE/DELIVERY**

(a) Onsite Training and Facilities and Seminars will commence on the date specified by Lite Solutions in the confirmation of acceptance issued to the Purchaser. Packaged Courses will be delivered to the Purchaser as soon as reasonably practicable. Lite Solutions shall not be liable for any costs or

damages suffered by the Purchaser or Delegates as a result of any delays in delivery of Packaged Courses or the cancellation or postponement of either Onsite Courses or Facilities and Seminars.

(b) All Delegates will be required to complete a Delegate Registration Form on the start date of each course.

## **6. SCHEDULING CLASSES**

We will specify the dates of public scheduled classes. We may cancel any scheduled class on notice. If we cancel a class for which you have prepaid, we will refund the price you paid.

## **7. WARRANTY**

All materials and audio visual media e.g. video cassettes, audio tapes and work books supplied by Lite Solutions are warranted for a period of ninety (90) days. Computer media, e.g. Disk packs, Magnetic tapes, etc., are warranted against defects in material and workmanship under normal proper use in its original and unmodified condition for the period set forth above. If found defective by Lite Solutions within the terms of this warranty, Lite Solutions's sole obligation shall be to repair or replace (at its option) the defective product. If Lite Solutions determines the product is not defective within the terms of this warranty, the Purchaser shall pay all costs of handling and return transportation. All replaced products become the property of Lite Solutions. Lite Solutions shall not be liable for any errors or omissions in any written material supplied by Lite Solutions. Except for the express warranties stated in this clause. Lite Solutions disclaims all other warranties whether express or implied by statute common law or otherwise, and save as detailed in Clause 4 the warranties in this clause are in lieu of all obligations and liabilities on the part of Lite Solutions for damages arising out of or in connection with the use or performance of its product. In no event shall Lite Solutions be liable for indirect or consequential loss suffered by the Purchaser or Delegates and arising out of Lite Solutions's performance under this agreement.

## **8. CANCELLATION AND TRANSFER**

The Purchaser agrees to pay the following charges to Lite Solutions in the Event that for whatever reason a Delegate fails to attend, withdraws or transfers from a course without providing at least twenty (20) working days' written notice prior to the schedule start of the course. In this respect, a cancellation fee refers to a specific course date and therefore a transfer to a later course counts as a cancellation.

### **a. Written Notice of Cancellation or Transfer – Public Scheduled Courses**

11-20 working days: 50% of course fee

0-10 working days: 100% of course fee

### **b. Written Notice of Cancellation or Transfer – Public scheduled Course booked as part of a Prepaid Course Passport**

11-20 working days: 50% of course fee

0-10 working days: 100% of course fee

### **c. Written Notice of Cancellation or Transfer – Closed Company Courses**

0-30 working days: 100% of course fee

## **9. PAYMENT TERMS**

### **a. Public Scheduled Courses**

Unless otherwise stipulated by Lite Solutions, fees for all public scheduled courses are payable by the Purchaser twenty (20) working days prior to course commencement, or at time of order where this is less than twenty (20) working days before course commencement. If we do not receive payment we reserve the right to cancel the course booking.

### **b. Closed Company Courses**

Unless otherwise stipulated by Lite Solutions, fees for Closed Company Courses are payable within thirty (30) days from date of invoice, or at time of order where this is less than thirty (30) working days before course commencement. If we do not receive payment we reserve the right to cancel the order.

### **c. Prepaid Course Passports**

Fees for Prepaid Course Passports are payable from date of invoice. Orders for courses to be taken as part of a prepaid course passport will not be accepted until full payment is received. If we do not receive payment we reserve the right to cancel the order.

All fees are subject to Value Added Tax which applies to all delegates attending courses in the UK, regardless of country of origin as the tax point is the location of the course.

## **10. ASSIGNMENT**

The Purchaser will not assign the benefit of this Agreement without obtaining the prior written consent of Lite Solutions.

## **11. PROPER LAW**

The proper law governing this agreement shall be English and the forum for settling any disputes under this Agreement shall be the English courts