

Terms and Conditions

Recitals

The Customer agrees to engage Essential Access Platforms Limited (“EAP Training”) to provide training services on the terms and conditions set out in this agreement. By submitting a booking form, the Customer agrees to be bound by these terms and conditions.

1. Definitions

- “Attendees” means those person notified by the Customer to EAP Training who will attend the Location to receive the Services;
- “Cancellation Charges” means the cancellation charge to be paid by the Customer to EAP Training more particularly defined in clause 6;
- “Course Date” means the date agreed between EAP Training and the Customer;
- “Confidential Information” means all information in respect of the business of EAP Training including any know-how, and any information marked confidential or which are by their nature clearly confidential and any other information which, if disclosed, will be liable to cause harm to EAP Training;
- “Customer” means the party that contracts with EAP Training for the Services;
- "Data Protection Legislation" means all national data protection and privacy legislation, regulations and guidance in England and Wales applicable in respect of a party from time to time including, without limitation as applicable the General Data Protection Regulation (EU) 2016/679 (to the extent retained as law in the United Kingdom by s.3 of the European Union (withdrawal) Act 2018) and Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- “Location” means the place at which the Services will be provided and detailed on the booking form;
- “Payments” means the amounts to be paid by the Customer to EAP Training as course fees for the Services and listed on the booking form as may be varied by EAP Training from time to time;
- "Personal Data" is as defined under the Data Protection Legislation;

- “Services” means the services to be provided by EAP Training to the Customer or a third party pursuant to clause 3.1 and more particularly as listed on the booking form or otherwise agreed; and
- “Working Days” means any day except a Saturday or a Sunday or any public holiday in England and Wales.

2. Appointment

- Provisional booking of the Services can be made by the Customer via the telephone, but all provisional bookings must be confirmed in writing by the Customer submitting a booking form (which may include submission online) within the timescales specified in this clause 2.
- All booking forms must be returned within five (5) Working Days of the provisional booking being made.
- Where the Course Date is within the next five (5) Working Days all booking forms must be returned within forty eight (48) hours of the provisional booking being made.
- Where the Course Date is the next Working Day the booking form must be returned within two (2) hours of the time when, or by the close of business of the Working Day on which, a provisional booking is made (whichever is sooner).
- The Customer appoints EAP Training to provide the Services in return for the Payments.

3. EAP Training’s obligations

3.1 Subject to the Customer’s compliance with these standard terms and conditions, EAP Training shall:

- Use reasonable endeavours to provide the Services at the Location on the Course Date and shall provide the Customer and the Attendees with reasonable access to the Location for the purpose of booking or attending a course;
- Exercise reasonable skill, care and diligence in providing the Services; Deliver all Services provided in English; and
- Be permitted to assign or subcontract the whole or any part of the Services without the consent of the Customer.

4. The Customer's obligations

4.1 The Customer shall:

- Ensure that the agreed Attendees attend at the Location on the Course Date at the agreed time to receive the Services;
- Ensure that the Attendees are sufficiently competent to receive the Services;
- Comply with and shall ensure that when at the Location, all Attendees comply with all reasonable instructions of EAP Training and all applicable laws and policies (as may be notified to the Customer or the Attendees from time to time by EAP Training);
- Withdraw any Attendee from attendance at the Location upon the reasonable request of EAP Training
- Pay the Payments on the due dates for payment; and
- Pay any applicable Cancellation Charges.

5. Payment Terms

5.1 Customers making use of an EAP Training account shall pay all undisputed invoices within thirty (30) days of receipt without demand, deduction or set-off.

5.2 All Customers without an EAP Training account must pay in full 20 Working Days prior to the Course Date or if the Customer books a course within the 20 Working Days prior to the Course Date, the Customer must pay in full when submitting the Booking Form in accordance with clause 3 or by the end of the Working Day prior to the Course Date, whichever is the earlier.

5.3 EAP Training reserves the right to charge interest on all unpaid invoices at the rate of four per cent (4%) over the base rate of the Bank of England prevailing at the date the invoice becomes overdue. In respect of payments by the Customer, time shall be of the essence.

5.4 Where attendance on a course results in certification of any Attendees or the Customer, EAP Training reserves the right to delay such certification until all Payments have been made by the Customer.

6. Cancellation and Transfer Charges

6.1 EAP Training reserves the right to cancel or alter the Course Dates or the provision of Services or the Location and the individual or the organisation providing the Service or make reasonable variations to the courses without prior notice. In event of cancellation by EAP Training, the booking will normally be transferred to the next available Course unless the Customer specifically requests otherwise. Where the Customer cancels any Services or the Attendees fail to attend at the Location on the Course Date to receive the Services the following charges will be paid by the Customer to EAP Training:

Cancellation and non-attendance:

- **Twenty per cent (20%) of the Payments where cancellation is within twenty eight (28) days of the Course Date;**
- **One hundred per cent (100%) of the Payments where cancellation is within twenty one (21) days of the Course Date;**
- **One hundred per cent (100%) of the Payments where the Attendees fail to attend at the Location on the Course Date to receive the Services.**

6.2 The following additional charges will apply if the Customer transfers the Course Date to a later date, save that the Customer shall not be required to pay this additional charge if the transfer is due to cancellation or variation by EAP Training:

- **One hundred per cent (100%) of the Payments where the Customer transfers the Course within four (4) days of the Course Date;**
- **Fifty per cent (50%) of the Payments where the Customer transfers the Course between five (5) and twenty (20) days of the Course Date;**
- **Free of charge for all transfers made twenty one (21) days or greater before the Course Date.**

6.3 The transfer option only relates to Attendees who are transferring to a different date on the same course. The choice of course date must be specified at the time of transfer (otherwise the instruction will be considered a cancellation). The option to transfer can only be used once for each Attendee, after which any transfer will be considered a cancellation.

6.4 The Customer may transfer a place on a course for one Attendee to a substitute Attendee free of charge.

6.5 The Customer may cancel the Services by telephone but such cancellation must be confirmed immediately in writing (by e-mail or post) to the postal or email address notified by EAP Training.

7. VAT

7.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.

7.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums and shall become payable by the Customer at the same time as the Payments.

8. Intellectual Property Rights Confidentiality

8.1 All copyright and other intellectual property rights in all specifications, drawing, illustrations, diagrams, course literature and other documents issued by EAP Training will remain the property of EAP Training and may not be reproduced without permission.

8.2 Customers will and shall procure that Attendees will keep confidential any and all Confidential Information that it may acquire and shall not use any Confidential Information for any purpose other than the purpose intended by its disclosure by EAP Training and as notified to the Customer and/or the Attendee by EAP Training on disclosure.

8.3 The obligations set out in clause 8.2 above will not apply to any information which is publicly available or becomes publicly available through no act or omission of the Customer or Attendee, or of which disclosure is required by order of a court or regulatory body of competent jurisdiction, and then only to the extent required to be disclosed.

8.4 No announcement, press release, circular, marketing or other promotion in connection with EAP Training shall be made by or on behalf of the Customer without EAP Training's written consent except if and to the extent required by law or by any governmental or regulatory authority.

9. Data Protection

9.1 We are the data controller of all Personal Data you provide when booking or enquiring about a training course. If you provide Personal Data about another person to us, you should provide them with this information concerning the processing of their personal data.

9.2 We collect and use this Personal Data to administer your training and comply with any legal obligations (if applicable). We also process the Personal Data, where permitted by law, for business analysis, fraud and crime prevention and to improve our services. These may involve disclosing your data to third parties such as HMRC and our

insurers. In the event of company reorganisation, merger or buy out, it may be disclosed to a different group company.

10. Limitation of liability

10.1 EAP Training does not exclude its liability (if any) to the Customer for a breach of its obligations arising under Section 2 Sale and Supply of Goods and Services Act 1982; for personal injury or death resulting from its negligence; under Section 2(3) Consumer Protection Act 1987; for any matter which it would be illegal to exclude or to attempt to exclude its liability; or for fraud or fraudulent misrepresentation.

10.2 Subject to clause 9.1 the total liability of EAP Training to the Customer for any reason and upon any cause of action shall be limited to the amount of any Payments and other charges which the Customer has paid to EAP Training under this agreement.

10.3 Subject to clause 9.1, EAP Training will be under no liability whatsoever for any:

- Loss of profit (direct or indirect);
- Loss of revenue, loss of production or loss of business (in each case whether direct or indirect);
- Loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);
- Loss of data (direct or indirect);
- Loss of anticipated saving or loss of margin (in each case whether direct or indirect);
- Liability of you to third parties (whether direct or indirect); or
- Indirect, special or consequential loss.

11. Force Majeure

11.1 Neither party shall be liable for any delay or failure to perform its obligations if such failure or delay is due to Force Majeure.

11.2 For the purpose of this agreement, "Force Majeure" means any act, omission, cause of circumstance beyond the reasonable control of either party and shall include but not be limited to war, rebellion, civil commotion, strikes, lock outs, industrial disputes, fire, explosion, earthquake, volcanic eruption, act of God, flood, drought or other act or order of any government department, council or other constituted body.

12. Invalidity of any Provision

12.1 In the event of one or more of these terms and conditions or any part thereof being invalid, illegal or unenforceable in any respect, such term shall be deemed to be severed from the terms and conditions and the validity, legality or enforceability of the remaining terms and conditions shall not be affected or impaired.

13. Entire Agreement

13.1 This agreement constitutes the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.

14. General Terms

14.1 No variation of these terms and conditions will be effective unless agreed in writing by a Director of EAP Training. All terms other than those expressly set out in this agreement are hereby excluded.

1.2 These terms expressly exclude any rights afforded any third party pursuant to the Contract (Rights of Third Parties) Act 1999.

15. Law and Jurisdiction

15.1 These terms and conditions and any non-contractual obligations arising out of or in connection with them shall be governed in all respects by the law of England. The parties agree that the courts of England shall have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).

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