

TERMS AND CONDITIONS – TRAINING

1. INTERPRETATION

In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

"Business Days" – any day that is not a Saturday, Sunday or public or bank holiday in England;

"Contract" - any contract formed in accordance with Condition 2 between UNIT4 and the Customer for the provision of a Course;

"Course" - such of the UNIT4 training courses described in the UNIT Course brochure or on the UNIT4 UK Website or as are specified on the Agreed Order or Customer Quote;

"Customer" - the person(s), firm or company who orders the Course from UNIT4.

"Intellectual Property Rights": all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Order" - the UNIT4 order form specifying the Course which the Customer wishes to book incorporating these Terms and Conditions

"Terms and Conditions" - the standard terms and conditions of purchase set out in this document together with any special terms as specified on the front of the Order or otherwise agreed in writing between the Customer and UNIT4.

"UNIT4" - UNIT4 Business Software Limited (Co. No. 01737985) whose registered office is at St Georges Hall, Easton-in-Gordano, Bristol, BS20 0PX.

2. FORMATION

2.1 The Contract will commence on the date on which UNIT4 accepts the Order in writing.

2.2 Subject to any variation under Condition 9.5, the Contract will be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Customer purports to apply under any order, specification, or similar document, whether or not such document is referred to in the Contract. Nothing in this Condition 2.2 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

3. COURSE REQUIREMENTS

3.1 The minimum number of attendees on any course is 3 and the maximum number of attendees on any course is 6 on a Customer site and in a classroom at UNIT4's training centre in Bristol of 9.

3.2 Courses may be "Public" or "Exclusive". Public courses are run on a scheduled basis at UNIT4's training centre in Bristol. A timetable can be provided on request. Courses identified as "Exclusive" will be run at UNIT4's training centre specifically for an individual organisation or project team.

3.3 Courses can be provided at the Customer's premises ("Customer Site Courses"), subject to the Customer complying with the customer site training requirements specified below, and paying the appropriate fee.

3.4 Each training day will run from 9:30am – 4.30 pm with one hour for lunch. If the Customer requests a longer duration, then this will be subject to an additional cost.

3.5 In the case of Customer Site Courses, UNIT4 will be entitled to charge the Customer for its reasonable expenses incurred in providing the training. Such expenses will be invoiced by UNIT4 following the Customer Site Course to which they relate and will be payable within [30] days of the invoice date.

3.6 The following conditions apply to any Customer Site Courses:

3.6.1 The Customer must provide a training facility complying with requirements agreed with UNIT4.

3.6.2 The delegates who attend the course must be agreed with UNIT4 prior to the training taking place and must have met any required pre-requisites.

3.6.3 The delegates must attend the entire course modules for which they are registered, and must be present at the agreed start times.

3.6.4 The following equipment and facilities must be provided by the Customer:

a) PC, monitor, keyboard and mouse, desk and comfortable chair – one per delegate and one for the trainer.

b) MS Office (to include Excel and PowerPoint) and Adobe Viewer to be installed on each PC, including publishing appropriate Web Services.

c) Ability to print from each PC to an accessible laser printer.

d) Overhead projector connected to trainer's PC with suitable screen to project on. Spare projector bulb.

e) Flipchart/Whiteboard with pens.

f) Paper and pens for each delegate to make additional notes.

3.6.5 Before each course, the equipment and software should be tested:

a) to ensure PCs, mice, printers, projectors etc. are in full working order

b) to ensure software required for the course has been installed and tested.

3.6.6 Before the courses starts, a backup of the training database should be taken. Ideally, at the end of the course, the backup should be restored so that the next course starts from the base position.

3.6.7 The training room environment must be suitable (e.g. enough room for the trainer to move easily between the desks, sufficient lighting and blinds, adequate heat/ventilation).

4. PRICE, PAYMENT AND CANCELLATION

4.1 The price payable for the Course will be that stated in the Order and, unless otherwise stated in that Order, will be exclusive of VAT which will be added to the sum in question at the rate and in the manner prescribed by law.

4.2 On receipt of an Order UNIT4 will invoice the Customer and the Customer will pay such invoice within 30 days of receipt or ten (10) working days prior to the due date of the Course, whichever is the earlier. In the event that the Customer fails to pay any correctly submitted invoice for a Course by the due date, then the Course booking will be cancelled.

4.3 Without prejudice to clause 4.2, if any undisputed sum payable under the Contract is not paid when due then UNIT4 may claim interest from the due date until payment is made in full both before and after any judgment, at 2 per cent per annum over Lloyds TSB Bank plc base rate from time to time. The parties agree that this Condition 4.3 is a substantial remedy for late payment of any sum payable under any Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.

4.4 If the Customer cancels the Course on giving more than 10 Business Days notice to UNIT4, UNIT4 will refund 100% of the fee charged for that Course.

4.5 If the Customer cancels the Course:

a) between five (5) and ten (10) Business Days prior to the date of delivery of the Course 50% of the relevant fee will be charged;

b) five (5) Business Days or less prior to the date of delivery of the Course 100% of the relevant fee will be charged.

4.6 UNIT4 reserves the right to cancel or reschedule a Course, whereupon the Customer will be offered alternative dates. UNIT4 will not be liable for any loss or expense arising out of any cancellation made on at least 10 Business Days notice to the Customer.

5. LIABILITY

- 5.1 UNIT4 will not be liable to the Customer for any failure or delay or for the consequences of any failure or delay in performance of the Contract if it is due to any event beyond its reasonable control including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, epidemic, explosion, terrorism, national emergencies, or industrial disputes other than those affecting the workforce of UNIT4 ("Force Majeure"), and UNIT4 will be entitled to a reasonable extension of time for performing such obligations. If the Force Majeure in question continues for more than 30 days either party may give written notice to the other to terminate the Contract and any fees paid in respect of any undelivered Course will be refunded to the Customer.
- 5.2 Subject to Condition 5.5 each party's aggregate liability under the Contract (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) in respect of any loss of or damage to tangible property (which for the avoidance of doubt includes data) (whether belonging to the other party or a third party) howsoever caused will be limited to £2,000,000 (two million pounds).
- 5.3 Subject to Condition 5.5, each party's aggregate liability under the Contract (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) in respect of any loss or damage other than that referred to in Condition 5.2 howsoever caused will be limited to an amount equal to 100% of the price payable by the Customer for the Course in respect of which the claim is made.
- 5.4 Notwithstanding any other provision of this Contract, UNIT4 does not accept liability for loss of profits (whether direct or indirect) or any indirect or consequential loss.
- 5.5 Neither party excludes its liability (if any) to the other party:
- 5.5.1 for breach of its obligations arising under Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Acts 1982;
- 5.5.2 for personal injury or death resulting from its negligence;
- 5.5.3 for any matter which it would be illegal for it to exclude or to attempt to exclude its liability; or
- 5.5.4 for fraud.

6. TERMINATION

- 6.1 Either party may by written notice terminate the Contract immediately if the other party is in material breach of the Contract or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect.
- 6.2 The termination of the Contract, howsoever arising, is without prejudice to the rights, duties and liability of either the Customer or UNIT4 accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.

7. PROPERTY

- 7.1 All materials, equipment, tools, and other materials supplied by UNIT4 to the Customer will at all times be and remain the exclusive property of UNIT4.
- 7.2 UNIT4 authorises the Customer to use its intellectual property solely for the purpose of participating in the Course. The Customer will have no other rights whatsoever in respect of UNIT4's Intellectual Property Rights.

8. EQUALITIES

- 8.1 The Customer warrants that it shall not (and shall ensure that its subcontractors, agents and employees shall not) discriminate whether directly or indirectly against any person or group of persons on any grounds, including but not limited to race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, age, pregnancy,

maternity, marital status or civil partnership. Without prejudice to the generality of the foregoing, the Customer shall not (and shall ensure that its subcontractors, agents and employees shall not) discriminate against any person or group of persons within the meaning of the Equality Act 2010, and the Human Rights Act 1998 and/or any other relevant or equivalent legislation from time to time in force.

9. GENERAL

- 9.1 When any employee, sub-contractor, agent or otherwise ("employee") of either party attends or delivers a Course at the premises of the other party (the "host") such employee will obey at all times the lawful orders of any authorised representatives of the host, and the requirements of (i) the host's applicable rules and policies to the extent that the same have been made known to the employee; and (ii) all other applicable rules and regulations. Any access to any of the host's premises shall be used by the other party solely for the purpose of attending or delivering the Course (as applicable).
- 9.2 If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from that Contract and will be ineffective, without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.
- 9.3 No failure or delay by UNIT4 to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.
- 9.4 UNIT4 may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Contract. The Customer may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without UNIT4's prior written consent.
- 9.5 Save as set out in the Contract, these Terms and Conditions may only be varied or amended in writing and signed by the parties.
- 9.6 The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 9.7 Nothing contained in these Terms and Conditions will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.
- 9.8 Any notice in connection with the Contract will be in writing addressed to the other party at its registered office, or principal place of business and will be delivered by hand, or first class or special delivery post. The notice will be deemed to have been duly served, if delivered by hand, when left at the proper address for service, or if by pre-paid first-class post or special delivery post, 48 hours after being posted.
- 9.9 The Contract will be governed by English law and the English Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract. The parties agree to submit to that jurisdiction.