

ALPHA TRAINING SAFETY SOLUTIONS LIMITED

TERMS AND CONDITIONS

OBLIGATIONS OF THE COMPANY

The Company agrees to deliver Training Courses in a professional manner using every care to accomplish a satisfactory service and shall at its own expense supply the Client with necessary documents or other materials and all necessary data relating to the Training Courses in accordance with the Contract. The Company shall ensure the accuracy of all Output Material.

The Company shall be responsible for the provision of training equipment including training manuals, training DVDs and training aids other than the rail specific training aids used on manual handling courses and other related safety subjects.

The Company shall provide all training delegate handouts for all training courses including any supporting material required save as otherwise agreed between the Company and the Client.

In the event that no delegates attend a confirmed Training Course the trainer will wait at the training venue for one hour or until instructed to leave by the Client or the Company.

OBLIGATIONS OF THE CLIENT

The Client will provide the venue for the Training Courses unless otherwise agreed in writing. The Client shall ensure that the venue is suitable for the Company's requirements and is clean and tidy.

The Client shall be liable for providing all supporting equipment required by the trainer such as televisions/DVD players (if needed) and screens, white boards unless otherwise agreed between the Client and the Company.

The Client shall at its own expense supply the Company with any other necessary documents or other materials and any other necessary data or other information relating to the Training Courses within sufficient time to enable the Company to provide the Training Courses in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Company shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.

The Company may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Training Courses without any liability to the Client.

The Company may at any time without notifying the Client make any changes to the Training Courses which are necessary to comply with any applicable safety or other statutory requirements.

BOOKINGS

Telephone bookings will be accepted but must be confirmed in writing by fax or email within five working days. Only confirmed bookings will be accepted if the Training Courses date is less than ten days away.

The Client must advise the Company in writing if it requires any amendments to a confirmed Training Course.

Training Courses may be changed or cancelled without penalty providing at least twenty-one day's notice is given. An administration fee of 25% of a Training Course fee will be incurred for cancellations or changes of less than twenty-one days notice but more than fourteen days notice, 50% for seven to fourteen days' notice and 100% if less than seven days notice is given to the Company.

PRICE AND PAYMENT

The Client must pay to the Company the current published course fee. Payment must be made within thirty days of the date on the invoice issued by the Company unless otherwise agreed. Interest of 10% per month shall be paid on unpaid bills.

In the event of any unavoidable non-attendance of the Company's trainer for any reason outside of the Client's control, a refund will be issued. A refund will not be given if the Company is unable to carry out its duties due to power failure, fire, flood or other unforeseen disruption beyond its control.

The Company shall be entitled to vary the Company's standard charges from time to time by giving not less than three months' written notice to the Client.

All charges quoted to the Client for the provision of the Training Course are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

The Company shall be entitled to invoice the Client following the end of each month in which Training Courses are provided or at other times agreed with the Client.

COURSE TIMING AND JOINING INSTRUCTIONS

Good time keeping throughout the course is essential. It is the responsibility of the Client to ensure that the candidate is fully briefed and made aware of all Training Course requirements before the Training Course takes place. This must include the provision of all relevant PPE as required under the HSE legislation and policies.

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ATTENDANCE AND CERTIFICATION

Candidates must attend the whole of the Training Courses to qualify for certification. Late arrivals may not be admitted onto Training Courses.

The Company will provide certification to the Client as soon as possible after completion of the course.

The Company will provide duplicate certificates at a cost of twelve pounds (£12.00) per certificate. Spelling mistakes on certificates made by the Company will not incur a duplicate fee.

CONFIDENTIALITY

All notes, computer disks and tapes, memoranda, correspondence, records, documents and other tangible items made, used or held by the Company in the course of providing the Training Course will be and remain at all times the property of the Company. At any time, whether prior to or upon the termination or expiration of this Agreement, the Client shall promptly on request deliver to the Company all such tangible items which are in its possession or under its control relating to the Company, its business affairs and clients and/or the Training Courses and it may not make or retain copies.

RIGHTS IN INTELLECTUAL PROPERTY OF INPUT MATERIAL AND OUTPUT MATERIAL

The property and any copyright or other intellectual property rights in —
Any Input Material shall belong to the Client,

Any Output Material shall, unless otherwise agreed in writing between the Client and the Company, belong to the Company, subject only to the right of the Client to use the Output Material for the purposes of utilising the Training Courses.

Any Input Material or other information provided by the Client which is so designated by the Client and all Output Material or other information provided by the Company which is so designated by the Company shall be kept confidential by the Client; but the foregoing shall not apply to any documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

The Client warrants that any Input Material and its use by the Company for the purpose of providing the Training Courses will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such infringement.

Subject to paragraph above, the Company warrants that any Output Material and its use by the Client for the purposes of utilising the Training Courses will not infringe the copyright or other rights of any third party, and the Company shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

WARRANTIES AND LIABILITY

The Company warrants to the Client that the Training Courses will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Specification Sheet. Where the Company supplies in connection with the provision of the Training Courses any goods (including Output Material) supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Company.

The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client nor arising from any failure of the Company's trainers to comply with his or her obligations to the Company.

Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Terms, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its trainees or agents or otherwise) which arise out of or in connection with the provision of the Training Courses or their use by the Client, and in any event the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's charges for the provision of the Training Courses, except as expressly provided in these Terms.

The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Training Courses, if the delay or failure was due to any cause beyond the Company's reasonable control.

TERMINATION

The Client shall be entitled to terminate the Contract at any time by giving not less than six months' written notice to the Company.

Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within thirty days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

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GENERAL

These Conditions (together with the terms, if any, set out in the Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by Law.

A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

English Law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.