

Hendeca Group Limited – Standard Terms and Conditions

Definitions:

1.1 In these terms and conditions the following definitions apply:

Business Day	means a day other than Saturday, Sunday and public holidays;
Commencement Date	means the date on which provision of the Services shall commence as specified in the Order;
Confidential Information	means any commercial, financial or technical information relating to the products, services, plans, know-how or trade secrets, which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between the Supplier and the Customer for the supply and purchase of the Services incorporating these Terms and the Order;
Customer	means the customer whose details are set out in the Order;
Customer Materials	means all documents, materials, data, proprietary software (and the media on which they are each recorded), supplied by the Customer to the Supplier;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: <ul style="list-style-type: none">(a) whether registered or not;(b) including any applications to protect or register such rights;(c) including all renewals and extensions of such rights or applications;(d) whether vested, contingent or future;(e) to which the Supplier is or may be entitled; and(f) in whichever part of the world existing;
Live Demonstrations	means Supplier staff led simulations, presentations, or activities relevant to the training course.
Order	means the Customer's written acceptance of the Supplier's quotation for the supply of the Services;
Services	means the services set out in the Order and detailed in the Specification;
Specification	means the description or specification for the Services provided to the Customer;
Supplier	means Hendeca Group Limited (Co. No.: 08578463) whose registered office is at Thorncroft Manor, Thorncroft Lane, Leatherhead, Surrey KT22 8JB;

Supplier Materials	means all documents, equipment, materials, data, proprietary software (and the media on which they are each recorded), which are owned by the Supplier at the date of the Contract or which are subsequently created by the Supplier as a result of performing the Services;
Supply Location	means the address for provision of the Services (if any) as set out in the Order;
Terms	means the standard terms and conditions of business of the Supplier set out in this document;
Value Added Tax or VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the supply of the Services;
Unacceptable Conduct	means any behaviour that could interfere with, disrupt, negatively affect, or inhibit individuals from engaging in the workshops, or the Supplier from delivering the workshops.

1.2 Unless the context otherwise requires:

1.2.1 each gender includes the others;

1.2.2 the singular includes the plural and vice versa;

1.2.3 references to the Contract includes the Terms, the Order and the Specification (if any);

1.2.4 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;

1.2.5 clause headings do not affect their interpretation;

1.2.6 general words are not limited by example; and

1.2.7 references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2 Application of the Terms

2.1 An Order will be deemed to be an acceptance of an offer to purchase the Services from the Supplier on these Terms.

2.2 Marketing and other descriptive matter relating to Services are illustrative only, and do not form part of the Contract. The Customer agrees that, in placing an Order, it has not relied on any representation or statement by the Supplier not set out in the Contract.

2.3 These Terms apply to and form part of the Contract for the supply of the Services by the Supplier to the Customer. They supersede any previously issued terms and conditions of supply.

2.4 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract.

2.5 No variation of the Terms or to an Order or to a quotation from the Supplier will be binding unless expressly agreed in writing and executed by a duly authorised signatory of the Supplier.

3 Price and payment

- 3.1 The price for the Services will be as set out in the Order or in default of such provision will be calculated in accordance with the Supplier's standard scale of charges in force on the date of formation of the Contract.
- 3.2 The price does not include Value Added Tax which will be charged in addition at the then applicable rate.
- 3.3 The Supplier will invoice the Customer and invoices will include all information necessary to enable the Customer to check their accuracy. Unless otherwise stated in the quotation, the price is payable in full within 30 days of the training taking place.
- 3.4 The Customer will pay all invoices:
- 3.4.1 in full, without deduction or set-off other than as required by law, in cleared funds within 30 days of date of invoice;
 - 3.4.2 to the Supplier's nominated bank account specified in the invoice.
- 3.5 Where sums due hereunder are not disputed in good faith and are not paid in full by the due date:
- 3.5.1 the Supplier may, without limiting its other rights, charge interest on such sums at 5% a year above the base rate of HSBC Bank plc from time to time in force;
 - 3.5.2 interest will accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 3.6 Where some part-only of the price is disputed in good faith, any undisputed amounts remain payable by the Customer in accordance with these Terms.

4 Provision of services

- 4.1 The Supplier will provide the Services to the Customer in accordance with the Specification.
- 4.2 The Services will begin on the Commencement Date and be performed for the period set out in the Order or earlier termination of the Contract.
- 4.3 The Supplier will not be liable for any delay in or failure of performance of the Services (including any failure to achieve any milestone or other date) so far as caused by an event of Force Majeure or the Customer's failure to perform its obligations.
- 4.4 The Supplier may make any changes to the Services:
- 4.4.1 needed to comply with applicable law or safety requirements; or
 - 4.4.2 which do not materially affect the nature or quality of the Services;
 - 4.4.3 and will notify the Customer in advance of such changes.

Live Demonstrations

- 4.5 The Supplier may carry out Live Demonstrations during the performance of Services. Due to their nature, some Live Demonstrations will require sufficient outdoor space to be carried out.
- 4.6 Prior to the Commencement Date the Supplier will assess the suitability of the Supply Location (the "Location") by:
- 4.6.1 inspecting the Supply Location; or
 - 4.6.2 requesting further information from the Customer.

4.7 Following the Supplier's assessment of the Location, should the Supplier deem the Location to be unsuitable to carry out a Live Demonstration the Supplier may:

- 4.7.1 perform an alternative Live Demonstration;
- 4.7.2 alter the method used to perform the Live Demonstration; and
- 4.7.3 not perform the Live Demonstration.

In the event that an adjustment needs to be made under clause 4.7, the Supplier will not be liable for any delay or failure of performance of the Services.

5 Supplier's obligations

5.1 The Supplier will:

- 5.1.1 perform the Services using reasonable care and skill;
- 5.1.2 use sufficient personnel who have appropriate skills and experience for their duties;
- 5.1.3 provide and use sufficient and appropriate equipment and materials required to provide the Services;
- 5.1.4 ensure that the Services comply with the Specification;
- 5.1.5 comply with all applicable laws and regulations;
- 5.1.6 observe all rules and regulations notified to the Supplier and in force at the Supply Location and other Customer sites; and
- 5.1.7 on completion of the Services or earlier termination of the Contract return all Customer Materials.

6 Customer's obligations

6.1 The Customer will pay the price for the Services in accordance with the Contract.

6.2 The Customer will:

- 6.2.1 afford the Supplier access to the Supply Location and prepare them for supply of the Services;
- 6.2.2 afford the Supplier reasonable access to the Customer personnel; and
- 6.2.3 provide the Supplier such facilities, information and assistance (ensuring that information is complete and accurate);

in each case as required to allow the Supplier to perform the Services.

6.3 The Customer will also:

- 6.3.1 co-operate fully with the Supplier and follow the Supplier's reasonable instructions in relation to the performance of the Services;
- 6.3.2 obtain and maintain all necessary licences and consents for the performance of the Services;
- 6.3.3 keep all documents, equipment, materials and other Supplier property (Supplier Materials) at the Supply Location or other Customer premises safely and at its own risk and in the same condition as they were in when supplied (fair wear and tear excepted); and
- 6.3.4 not dispose of or use any Supplier Materials without the Supplier's prior written agreement.

- 6.3.5 treat the Supplier's staff with respect and not engage in Unacceptable Conduct. Should the Customer's personnel engage in Unacceptable Conduct the Supplier will be entitled to terminate the Services in accordance with clause 15.2.3.
 - 6.3.6 observe all rules, policies and regulations in force at the Supply Location and other Customer sites;
 - 6.3.7 comply with the Supplier's health and safety policy.
- 6.4 The Services are provided at the Customer's request and the Customer is responsible for verifying that the Services are suitable for its own needs.

7 Failure of or delay in performance

- 7.1 If the Supplier is prevented or delayed in performing the Services by any cause attributable to the Customer, the Supplier (without prejudice to its other rights):
- 7.1.1 may suspend performance of the Services until the Customer remedies its default;
 - 7.1.2 will not be liable for any costs or losses sustained by the Customer as a result of such suspension; and
 - 7.1.3 may charge the Customer (and the Customer will pay in accordance with the Contract) costs or losses incurred by the Supplier arising from the Customer's default, subject to clause 8.

8 Liability

- 8.1 The Supplier does not exclude its liability:
- 8.1.1 for death or personal injury caused by its negligence; or
 - 8.1.2 for defective products under the Consumer Protection Act 1987;
 - 8.1.3 for fraud or fraudulent misrepresentation;
 - 8.1.4 under any indemnity given by it hereunder.
- 8.2 Neither party will be liable for:
- 8.2.1 loss of data or use;
 - 8.2.2 any form of indirect, consequential or special loss; or
 - 8.2.3 any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect;
- and, in each case, however arising.
- 8.3 Other than as set out above, the Supplier limits its liability (however arising) in respect of or in connection with the Services, and otherwise in connection with the Contract, to the total price of the Services under the Contract as set out in the Order.
- 8.4 The Customer acknowledges and accepts that the Supplier will not be liable for any activities not included within the Services. The Customer remains solely responsible for determining that the Services and any Specification is suitable for its needs.

9 Health and Safety

- 9.1 The Supplier shall perform its obligations under this Contract in accordance with:
- 9.1.1 all applicable laws regarding health and safety and;

9.1.2 the Health and Safety Policy whilst at the Supply Location.

9.2 Each party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Supply Location of which it becomes aware and which relate to or arise in connection with the performance of this Contract.

9.3 The Supplier shall instruct their staff to adopt any necessary associated safety measures to manage any such material health and safety hazards.

10 Publicity and announcements

10.1 Save as required by law, neither party shall make any public announcements concerning the Contract or use the other party's logo or branding in any publicity activities without the prior written consent of the other party, such consent not to be unreasonably withheld.

11 Intellectual Property Rights

11.1 Nothing in the Contract will affect the rights (including Intellectual Property Rights) in the Supplier Materials which are and shall remain vested in the Supplier.

11.2 To the extent that the Supplier Materials are used or incorporated into the then the parties acknowledge and agree that the Customer is licensed to use the same upon the terms set out in clause 11.3.

11.3 The Supplier hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable, world-wide and royalty-free licence to use the Supplier Materials solely for the purpose of providing the Services.

11.4 The Customer:

11.4.1 will not use the Supplier Materials for any other purpose;

11.4.2 will not modify the Supplier Materials

11.4.3 will not otherwise assign, sublicense or deal with the Supplier Materials;

12 Confidentiality

12.1 Each party shall keep confidential all Confidential Information of the other party and will only use the other's Confidential Information as required to perform the Contract. The provisions of this clause will not apply to:

12.1.1 any information which was in the public domain at the date of the Contract;

12.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

12.1.3 is independently developed by the other party without using information supplied by the first party; or

12.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

12.2 This clause 12 will remain in force for a period of 6 years from the date of termination of the Contract.

13 Force Majeure

13.1 Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; illness or unavailability of personnel key to the delivery

of the Services; interruption or failure of supplies of power, fuel, water, transport, equipment, telecommunications service or material required for performance of the Contract (**Force Majeure**). Failure to pay or be paid is not Force Majeure.

13.2 A party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

13.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and

13.2.2 uses reasonable endeavours to minimise the effects of that event.

13.3 If, due to Force Majeure, a party:

13.3.1 is or will be unable to perform a material obligation; or

13.3.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days; the other party may renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

14 Cancellations, Refunds and Rescheduling

14.1 The Customer has the right to cancel the Services by giving written notice to the Supplier at any time.

14.2 Notwithstanding clause 14.1, where the Customer provides the Supplier with more than 5 days written notice the Customer will be entitled to:

14.2.1 a refund of 50% of monies paid; or

14.2.2 the option to reschedule the proposed date of Services, without additional cost, to an alternative date that is agreeable to the Supplier.

14.3 Where the Customer provides the Supplier with less than 5 days written notice the Customer will be entitled to:

14.3.1 have an option to reschedule the proposed date of Services to an alternative date that is agreeable to the Supplier for an additional cost. The additional cost will be equal to 50% of the price quoted for Services.

14.4 Where the Customer provides the Supplier with less than 48 hours written notice the Customer will:

14.4.1 not be entitled to a refund nor the option to reschedule the proposed date of Service. The Customer will have to rebook the Service.

15 Termination

15.1 The Contract may be terminated forthwith at any time by either party on written notice to the other if:

15.1.1 the other commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or is not remedied within 15 days of written notice requiring that party to do so;

15.1.2 the other: (i) suspends or threatens to suspend payment of its debts, (ii) is unable to pay its debts as they fall due or (iii) is unable to pay its debts (being a company) within the meaning of s 123 of the Insolvency Act 1986 or (being an individual) within the meaning of s 268 of the Insolvency Act 1986 or (being a partnership) there is any partner to whom any of the foregoing applies;

15.1.3 the other: (i) negotiates with its creditors for rescheduling of its debts, (ii) makes a proposal to or compounds with its creditors in respect of its debts, other than solely by way of solvent

amalgamation or reconstruction or (iii) makes an application to court for protection from its creditors generally;

- 15.1.4 the other passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the other, or a winding-up order is made in relation to the other, other than solely in relation to a solvent amalgamation or reconstruction;
 - 15.1.5 a receiver or administrative receiver may be or is appointed in relation to the other or any of its assets;
 - 15.1.6 any creditor of the other attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the other's assets, and such attachment or process is not discharged within 14 days;
 - 15.1.7 the other takes or suffers any action similar to any of the above in any jurisdiction;
 - 15.1.8 there is a material change in the management, ownership or control of the other;
 - 15.1.9 the other suspends trading, ceases to carry on business, or threatens to do either;
 - 15.1.10 the other (being an individual) dies or ceases to be capable of managing his own affairs; or
 - 15.1.11 the other is subject to an event of Force Majeure under clause 13.
- 15.2 In addition to its rights under clause 15.1, the Supplier may terminate the Contract at any time:
- 15.2.1 on 28 days' written notice to the Customer, subject to providing the Customer with a refund for any Services paid for but not yet delivered;
 - 15.2.2 immediately on written notice to the Customer if the Customer has failed to pay any amount due under the Contract on the due date.
 - 15.2.3 The Supplier can terminate the Contract with immediate effect upon the Customer breaching clause 6.3.5 and shall not be entitled to any refund of the price paid for the Services.
- 15.3 On termination of the Contract for any reason:
- 15.3.1 the Customer will within 10 Business Days pay all invoices of the Supplier then outstanding and not disputed in good faith;
 - 15.3.2 the Supplier will, within 15 Business Days, invoice the Customer for any remaining charges not yet invoiced and the Customer will pay such invoice within a further 10 Business Days (unless the invoice is disputed in good faith);
 - 15.3.3 each party will within 20 Business Days return any materials of the other then in its possession or control; if it fails to do so, the other may enter onto any premises of the first party and take possession of them. Pending such return or taking possession, the first party will be responsible for such materials and will not use them for any purpose not connected with the Contract;
 - 15.3.4 the accrued rights and liabilities of the parties will not be affected; and
 - 15.3.5 clauses which expressly or by implication are to survive termination will do so.

16 General

16.1 Time

Unless stated otherwise, time is not of the essence of any date or period specified in these Terms.

16.2 No set-off

All payments by the Customer will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless a party is compelled by law to deduct or withhold any such amounts, in which case it will pay to the other such additional amount as will ensure that the other is paid the full amount it would have received but for such deduction or withholding.

16.3 Relationship

The parties are independent businesses and not principal and agent, partners, or employer and employee.

16.4 Severability

If any part of these Terms are found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Terms and the remaining provisions of the Terms will otherwise remain in full force.

16.5 Notices

Notices under the Contract will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:

16.5.1 by first-class post: two Business Days after posting;

16.5.2 by airmail: seven Business Days after posting;

16.5.3 by hand: on delivery;

16.5.4 by facsimile: on receipt of a successful transmission report from the correct number, and

16.5.5 by e-mail: on receipt of a delivery or read receipt mail from the correct address.

16.6 Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

16.7 Rights of Third Parties

The Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16.8 Priority

These Terms prevail over those of the Order or Schedule (if any).

16.9 Entire Contract

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

16.10 Succession

The Contract will bind and benefit each party's successors and personal representatives.

16.11 Governing Law and Jurisdiction

16.11.1 The Contract will be governed by the law of England and Wales.

16.11.2 Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.