

TERMS & CONDITIONS

1. DEFINITIONS

"**Agreement**" means these terms and conditions and the Booking Form and Cyberscope Academy's acceptance of the Booking Form.

"**Booking Form**" means the booking form issued to the Client by Cyberscope Academy.

"**Charges**" means the charges for the Products and Services as set out in the Booking Form.

"**the Client**" means the client identified in the Booking Form.

"**Clause**" means a clause in these terms and conditions.

"**the Date(s) for the Training Services**" means the date(s) upon which the Services are required as set out in the Booking Form.

"**Delegates**" means the numbers of the Client's staff who are to receive the Training/Support as set out in the Booking Form.

"**Personal Data**" means the data which relates to a living individual who can be identified from that data or from that data and other information and which is provided to Cyberscope Academy by the Client.

"**the Trainer**" means the person delivering the Training Services.

"**the Training Location**" means the place at which the Training Services are to be provided by Cyberscope Academy as set out in the Booking Form.

"**Training Services**" means the training services set out in the Booking Form.

2. TRAINING SERVICES AND LOCATION

- 2.1. These Conditions set out the terms and conditions under which Cyberscope Academy shall supply Training Services to the Client. These Conditions shall apply to, and be incorporated in, any contract for the purchase of Training Services to the entire exclusion of all other terms and conditions. Without prejudice to the foregoing, inconsistent terms or conditions contained, or referred to, in any quotation, order confirmation, specification, booking form, invoice or similar document or implied by law, trade custom, practice or course of dealing shall not form part of any contract.
- 2.2. It may be necessary from time to time to change/cancel the Date(s) for the Training Services, the Trainer, content, the Training Location and Charges from those published. Whilst Cyberscope Academy will make every effort to transfer the Client's booking, together with any payment made, to the next available course at the Client's preferred venue, Cyberscope Academy will not be held liable for any costs/losses incurred as a result of any such changes.
- 2.3. Cyberscope Academy will, where requested in writing, endeavour to provide a specific Trainer for the whole or part of the Training Services but can provide no guarantees in this regard.
- 2.4. Cyberscope Academy and/or its accredited /awarding bodies may carry out training audits and assessments by way of inspections which may involve attendance of an additional candidate/observer. Where possible, Cyberscope Academy will notify the Client in advance that this is taking place.

3. ON-SITE TRAINING

Where the Training Services are to be delivered at the Client's premises:

- 3.1. It is the Client's responsibility to ensure that all facilities and equipment (including all relevant test certificates) as specified in the "on-site training form" (which forms part of the Booking Form) is available and in safe and proper condition;
- 3.2. Cyberscope Academy shall not be liable for costs incurred for any delay, disruption or cancellation which may arise as a result of the provision of inappropriate or insufficient facilities including (without limitation) weather conditions, unsafe or faulty equipment and plant.

4. TRANSFERS, CANCELLATION AND POSTPONEMENT

- 4.1. If a Delegate identified in a Booking Form or a Proposal wishes to cancel or transfer to another course, the following fees shall be due: Days' notice of cancellation/transfer prior to the commencement of the Training Services % of Charges to pay;
 - 4.1.1. 11 working days plus 10%
 - 4.1.2. 10-6 working days 50%
 - 4.1.3. 5 working days or less 100%
- 4.2. A substitute delegate may be provided at no cost.
- 4.3. Notification of any cancellation or transfer must be made in writing by email or fax to Cyberscope Academy. The date Cyberscope Academy receives the written cancellation will be deemed to be the date of cancellation.

5. DELEGATES

- 5.1. Delegates shall act reasonably throughout the training. Cyberscope Academy may remove a Delegate from a course, where, in the opinion of the Trainer, which shall be final, the Delegate is behaving unreasonably.
- 5.2. By submitting a Booking Form, the Client asserts that Delegates are physically fit for the intended course.

6. CHARGES AND PAYMENT

- 6.1. The Charges for Training Services shall be due upon booking and shall be paid in cleared funds no later than three working days before the Date for the Training Services (save where the Client has existing credit arrangements in which event those terms shall apply).
- 6.2. The Client shall pay the Charges without deduction or set-off.
- 6.3. Sums due under this Agreement are exclusive of VAT which shall be payable by the Client.
- 6.4. In the event the Client fails to make payment in accordance with this Agreement, Cyberscope Academy may:
 - 6.4.1. charge interest at the statutory interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 and amendments thereto per month or part thereof on the unpaid sum for that period the sum remained properly due before and after any court judgement; and/or
 - 6.4.2. by notice in writing suspend supply of the Training Services; and/or
 - 6.4.3. withhold certificates or course reports.

7. LIABILITY AND ITS EXCLUSION AND LIMITATION

- 7.1. The Charges are determined on the basis of the limits of liability set out in these terms and conditions.
- 7.2. Clause 7 sets out the entire liability of and exclusion thereof by Cyberscope Academy under and/or in connection with this Agreement and in respect of breach of this Agreement or statutory duty, representations, statements or tortious act or omission including negligence.
- 7.3. In no event shall Cyberscope Academy be liable for (whether direct or indirect) any loss of contracts, profits, anticipated savings, revenue, goodwill, business, loss or corruption of data or software programs, financing expenses, interruption in the use or availability of data, stoppage to other work or consequential losses, nor for any indirect losses.
- 7.4. Subject to Clause 7.5, Cyberscope Academy's liability shall not exceed the Charges.
- 7.5. Cyberscope Academy and the Client shall indemnify each other against damage to tangible property, whether personal or real, and death or injury to persons to the extent caused by the negligence of the other party provided that:
 - 7.5.1. the other party is immediately notified of any claim and has full power to negotiate and settle any claims;

7.5.2. the total liability of each party to the other for damage to tangible property, whether personal or real, shall be limited to £2,000,000 in respect of each event or connected series of events and an annual aggregate of £5,000,000.

7.6. Each provision of this Clause shall survive independently.

7.7. Nothing in these terms and conditions shall operate to limit or exclude any liability of Cyberscope Academy which may not be excluded and or limited by law.

8. ADVERTISING

8.1. Cyberscope Academy may make reference to a Client's contract within any proposal to further Clients, provided only fundamental facts are divulged and not proprietary and confidential information.

8.2. Cyberscope Academy may store the names of the Delegates for the purpose of advising them of the availability of further courses in the future.

9. CONFIDENTIALITY

The parties shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to the other party and shall not, divulge any such information to any person not authorised by the divulging party to receive it and shall not utilise any secret or confidential knowledge or information acquired in connection with this Agreement to the detriment or prejudice of the other party.

10. DATA PROTECTION

10.1. The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow Cyberscope Academy at all times to perform the Training Services without infringing any third party rights. Cyberscope Academy shall not be liable to perform the Training Services to the extent it is unable to due to a breach of this Clause.

10.2. Cyberscope Academy warrants to the Client that it will only use the Personal Data for the purpose of carrying out its obligations hereunder and that it will ensure that all reasonable and appropriate security measures are in place to protect the Personal Data and that it will destroy or deliver up the Personal Data upon written demand from the Client, and further, that it has in all respects complied with its obligations under the Data Protection Act 1998 and any amendments to or re-enactments thereof.

11. INTELLECTUAL PROPERTY

All intellectual property rights, including copyright, patents and design arising in connection with the provision of the Training Services and any documentation issued in connection with the Training Services and these terms and conditions shall belong to and remain vested in Cyberscope Academy and the Client shall execute any document necessary for this purpose.

12. WARRANTY

Cyberscope Academy warrants that in carrying out the Training Services it has and will exercise all reasonable skill and care to be expected of a professional, experienced in such work.

13. HEALTH AND SAFETY

The parties shall comply with all applicable health and safety legislation and codes of practice.

14. TERMINATION

14.1. Either party may terminate this Agreement by written notice:

14.1.1. if the other party fails to remedy a material breach of this Agreement within 30 days of written notice identifying the breach and notifying of an intention to terminate; and/or

14.1.2. if the other party makes any voluntary arrangement with its creditors or enters into administration (whether or not pursuant to a court order) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or is deemed under Section 123 of the Insolvency Act 1986 to be unable to pay its debts or is dissolved; and/or

14.1.3. if an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the other party; and/or

14.1.4. the other party threatens to cease to carry on business.

15. ASSIGNMENT/SUBCONTRACTING

15.1. This Agreement is personal to the Client and may not be assigned by the Client in whole or in part.

15.2. Cyberscope Academy shall be entitled to sub-contract the whole or any part of the Training Services.

16. FORCE MAJEURE

Neither party shall be responsible for any failure or delay in performance of its obligations under this Agreement (other than the obligation to make payments of money) due to any force majeure event including, Act of God, refusal of licence (other than as a result of any act or omission of Cyberscope Academy) or other Government act, fire explosion, embargo, terrorism, civil disturbance, accident, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, or any other cause beyond its reasonable control.

17. NON-SOLICITATION

The Client shall not during the term of this Agreement and for 6 months thereafter, entice or solicit for employment with it or any other entity any Trainer who has been engaged to provide the Training Services.

18. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied between the Client and Cyberscope Academy relating to the Training Services.

19. AGREEMENT AMENDMENTS

Any amendments to this Agreement shall be in writing.

20. THIRD PARTIES

Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 or any amendment to or re-enactment of it to enforce any provision of this Agreement.

21. LAW

This Agreement shall be construed in accordance with English law and the English courts shall have sole jurisdiction.

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Registered in England and Wales No. 10536380

Cyberscope Academy is a trading division of Real TV Ltd.