

# TERMS and CONDITIONS

## 1. The Law

These terms and conditions and all other contracts shall be governed by the laws of Northern Ireland.

## 2. Definitions

For the purposes of these terms and conditions of business ("these Terms") and any Specific Agreement (as hereinafter defined) the following words have the following meaning:

**"AKU Training"** means AKU Training Ltd (Registered address: Clovalley House, 6 Cyprus Avenue, Belfast, BT5 5NT. Company Number: NI 622322).

**"Authorised Representative"** means any director or other duly authorised employee, agent or subcontractor of AKU Training Ltd.

**"Contract"** means these Terms and any relevant Specific Agreement.

**"Client"** means a person or organisation to whom AKU Training Ltd supplies Products or Services.

**"Services"** means any services to be provided by AKU Training Ltd to a Client.

**"Intellectual Property"** includes all training materials, course manuals, copyright works, trademarks and confidential information.

## 3. Terms of Business

- 3.1 These terms of business shall apply to the supply of Services or Products by AKU Training to the Client to the exclusion of any other terms.
- 3.2 Any alteration to or variation of these Terms shall only be effective if agreed by both parties in writing and, in the case of AKU Training, signed by an Authorised Representative.

## 4. Liability

- 4.1 Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Conditions, AKU Training 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 AKU Training its servants or agents or otherwise) which arise out of or in connection with the provision of Services and the entire liability of the company under or in connection with the Contract shall not exceed the amount of the AKU Training's charges for the provision of Services except as expressly provided in these Conditions.
- 4.2 AKU Training shall not be liable to the Client or be deemed in breach of contract by reason of any delay or failure to perform any of AKU Training's obligations in relation to Services if this was due to any cause beyond AKU Training's reasonable control.

## 5. Intellectual Property Rights

- 5.1 All intellectual property rights for all course material shall remain the property of AKU Training. No part of the training material may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing of the copyright owner.

## 6. Prices, Fees and Payment

- 6.1 All prices quoted are valid for three months from the date of quotation or proposal. Prices quoted do not include travel, accommodation, meals or other related expenses unless explicitly stated.
- 6.2 Payment of invoices shall be made within fourteen days of the invoice date. AKU Training shall have the right to charge interest from the invoice date on overdue invoices without further notice at a rate of four (4%) per cent per annum over the base rate of the Bank of England for the time being in force.
- 6.3 Unless otherwise stated, the Client agrees to pay the amounts due in respect of fees and expenses incurred in connection with the contract, plus Value Added Tax and any local taxes which may be due at the prevailing rate.

## 7. Cancellations

- 7.1 All course cancellations must be made in writing and emailed to [contact@aku.training](mailto:contact@aku.training)
- 7.2 Fees payable by the Client for cancellations are as follows:

### NON-ACCREDITED TRAINING (PUBLIC AND IN-HOUSE)

<b>More than 3 weeks</b> prior to the course start date	No cancellation fee
<b>Less than 3 weeks</b> prior to the course start date	100% of total fees payable (free substitute delegate for public courses)

### ACCREDITED TRAINING (PUBLIC AND IN-HOUSE)

<b>More than 6 weeks</b> prior to the course start date	No cancellation fee
<b>Less than 6 weeks</b> prior to the course start date	100% of total fees payable (free substitute delegate for public courses)

- 7.3 AKU Training will accept a substitute delegate at any stage at no charge.
- 7.4 Non-attendance of any course for any reason whatsoever is deemed to be a cancellation with no notice and payment is due in full.
- 7.5 AKU Training reserves the right to cancel or arrange an alternative date for a course. In such circumstances AKU Training will endeavour to provide as much notice as possible to the Client. In the event of cancellation or if an alternative date is unacceptable the Client will be entitled to a full refund of the course fee. AKU Training shall not be liable for any other loss or expense incurred.

## 8. Training Courses

- 8.1 AKU Training provides training in conjunction with selected Training Providers and Associates. To the best knowledge of AKU Training all Training Providers are suitably qualified and accredited to deliver the training courses offered.
- 8.2 The contents of course schedules are intended for general guidance only and do not form any part of a contract. Focus reserves the right to make any reasonable variations to public and in-house courses, including the content and location of the courses, without notice.
- 8.3 AKU Training shall accept a training booking on the basis of a Booking Form completed either on-line or sent via email.
- 8.4 It is the responsibility of the Client to ensure that the delegates meet the prerequisites of the course on which they are booked, and that the course content meets their requirements.
- 8.5 Unless otherwise indicated, all courses are delivered solely in English and all delegates must be sufficiently proficient in English language before attending a course.
- 8.6 AKU Training reserves the right to refuse or restrict anyone from attending its training courses or to remove any such person after the commencement of a course.

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## **9. Force Majeure**

9.1 AKU Training shall not be in breach of this contract if the provision of services are delayed or cancelled or reduced through any circumstances beyond its reasonable control, including acts of god (including but not limited to fire, flood, earthquake, storm, snow, hurricane, or other natural disasters) war, invasion, civil unrest, Government action, labour disputes, strikes, lock-out or interruption or failure of power supply.

## **10. Bribery and Corruption**

10.1 It is AKU Training's policy to conduct all of its business in an honest and ethical manner, and we take a zero-tolerance approach to bribery and corruption. We are committed to acting professionally, fairly and with integrity in all our business dealings and relationships. Wherever we operate we will implement and enforce effective systems to counter bribery.