

Terms & Conditions - Training

These terms and conditions, the completed Order Form and any other documents incorporated by reference together form the “**Agreement**” governing the provision of the training services, whether delivered in-person or online or in an e-learning format (the “**Services**”).

This Agreement is made on the date it is signed by the parties (or, for online orders, the date on which we accept the order) between you (as named in the Order Form) and us (SafeCall Limited).

1. Definitions

1.1. The following definitions will apply in this Agreement:

“**Business Day**”: a day, other than a Saturday or Sunday, on which banks in London are open for nonautomated commercial banking business.

“**Business Hours**”: 09:00 to 17:00 in London, England on a Business Day;

“**Charges**”: the fees payable for the Services;

“**Confidential Information**”: information which is either marked as, or should reasonably be known to be, confidential or sensitive to any person. This does not include information that is publicly available generally without payment, was produced independently, or was received from a third party without any breach of confidence;

“**Data Protection Laws**”: applicable laws relating to data protection, including EU GDPR, UK GDPR and the Data Protection Act 2018;

“**Force Majeure Event**”: any event or circumstances beyond a party’s reasonable control, including natural disasters, war, terrorism, government acts or orders (including implementing rules and regulation), strike (other than those of the relevant party’s workforce), public health emergencies and failures of technology or infrastructure;

“**Group**”: in relation to any entity, all entities that it controls, is controlled by or is under common control with. control has the meaning given in s1124 Corporation Tax Act 2010;

“**IPR**”: all intellectual property rights, irrespective of jurisdiction or registration, including rights in confidential information, trade secrets, know-how and any similar or equivalent rights;

“**IPR Claim**”: confidential information, trade secrets, know-how and any similar or equivalent rights;

“**Losses**”: all losses and sums payable in connection with claims, judgments, demands, actions, awards, or similar, including settlements, penalties, interest, professional costs, expenses, and management time costs;

“**Order Form**”: the form setting out the Services requested and the Charges payable (whether embedded in our website or otherwise). Any free text notes included or sent with the Order Form on our website will not form part of this Agreement unless we confirm our agreement to you in writing.

“**Personnel**”: directors, officers, employees, workers, consultants, contractors and other individuals employed or engaged by the relevant party, including through a corporate entity or a member of its Group;

“Sanctioned Person”: any person listed in a Sanctions related list maintained by a competent authority; any person operating, organised or resident in a country, region or territory which is the subject or target of Sanctions; or any person controlled by any such persons;

“Sanctions”: all economic or financial sanctions, restrictive measures or trade embargoes imposed, administered or enforced from time to time in any jurisdiction;

“Service Descriptions”: the description of the Services set out on our website from time to time or as agreed by the parties and attached to the Order Form;

“Software”: all economic or financial sanctions, restrictive measures or trade embargoes imposed, administered or enforced from time to time in any jurisdiction;

“Virus”: viruses, logic bombs, worms, trojan horses and any other type of programs or codes that are disruptive, destructive, deceptive, nuisance, or malicious, and any code that is operated to disable or interfere with any software or information technology systems.

- 1.2. References to ‘including’ or ‘for example’ shall not limit the generality of the preceding words. References to writing include email but not fax.
- 1.3. A person includes a natural person, corporate or unincorporated body, whether or not having separate legal personality.
- 1.4. An obligation not to do something includes an obligation not to allow that thing to be done. Time is not of the essence for any obligation.

2. Services

- 2.1. The Services are described in the Order Form and the Service Descriptions, and are subject to any details, conditions and limitations therein (e.g. number of attendees). Services ordered through our website are provided online via Microsoft Teams or in an e-learning format, as applicable.
- 2.2. Where the Services take the format of e-learning, Charges are payable in full when we dispatch the relevant e-learning materials (including SCORM files), whether or not they are accessed or downloaded.
- 2.3. We may provide e-learning Services in association with or on behalf of a third party. If this is the case, you may also need to agree to their terms and conditions. You will be informed in advance if this applies and be provided with a copy of any relevant terms and conditions. We will not be liable for any Losses arising from your breach of any third party terms and conditions, and you indemnify us against any Losses we incur as a result.
- 2.4. The Services are provided by us as a limited company solely for your benefit, provided that your nominated attendees or participants may be from other entities within your Group. It is your responsibility to assess the suitability of the Services for your needs. We will perform the Services in accordance with good industry practice, but otherwise we provide no warranty as to fitness for purpose or outcome.
- 2.5. You will provide, in a timely manner, any information, data, materials or other support that we reasonably require to provide the Services, and notify us in the event of any relevant changes. This will not extend to providing substantive training materials.
- 2.6. Where Services are to be provided in person, we will use reasonable endeavours to ensure that our Personnel observe all reasonable health and safety and security requirements that apply at the premises where the Services are provided, provided that they are provided to us at least five (5) Business Days in advance.

3. Termination and cancellation

- 3.1. Notwithstanding any other provision of the Agreement, you may cancel the Services (other than e-learning Services) at any time prior to delivery by giving us notice, provided that any notice received:
 - 3.1.1. less than forty-eight (48) hours prior to the scheduled start time of the training, then one hundred per cent (100%) of the relevant Charges shall remain payable; or
 - 3.1.2. less than five (5) days but at least forty-eight (48) hours prior to the scheduled start time then fifty per cent (50%) of the relevant Charges shall remain payable.
- 3.2. We will treat as cancelled without prior notice any Services (other than e-learning) that have not been delivered twelve (12) months following the anticipated date in the Order Form, other than to the extent that any delay may reasonably be attributed to us.
- 3.3. We may suspend or terminate the Services (including any e-learning Services) by notice with immediate effect if:
 - 3.3.1. any invoice has not been paid by its due date;
 - 3.3.2. you fail to provide, within a reasonable period prior to delivery of the Services, any information that we cannot reasonably provide the Services without;
 - 3.3.3. you notify us, or are required to notify us, of any events under clause 9.3;
 - 3.3.4. you, any member of your Group or their Personnel behaves in a manner that could reasonably cause us reputational damage or could reasonably be suggested to have breached applicable laws in a way that could result in material detriment to us; or
 - 3.3.5. applicable laws require such suspension or termination, or prohibit (or are reasonably likely to prohibit in the near future) the provision or receipt of the Services.
- 3.4. Either party may terminate the Services by notice with immediate effect if:
 - 3.4.1. the other party commits a material breach of this Agreement which is (a) not capable of remedy; or (b) not remedied within fourteen (14) days of being notified (or, in your case and only if sooner, prior to delivery of the Services); or
 - 3.4.2. a Force Majeure Event prevents the other party from performing any material obligation for the thirty (30) days preceding the notice.
- 3.5. Unless explicitly provided for in this Agreement, we do not provide refunds on termination or cancellation, other than pro-rated refunds following terminations under clause 3.4.

4. Charges

- 4.1. Where Services are charged on a per delegate basis, we will be entitled to charge for any access granted to additional delegates without our prior approval in accordance with our then current charging methodology (which will not be materially different from the basis on which the original Charges were calculated). You will notify us as soon as reasonably practicable if you become aware of any unauthorised use of the Services.
- 4.2. Charges are payable at the time of purchase where Services are ordered via our website. Where Services are purchased outside of our website, unless otherwise stated, invoices are payable on the earlier of thirty (30) days following the date of the invoice or two days before the Services are due to be performed, whichever is sooner.
- 4.3. Where training is delivered in person, we may seek to recover our reasonable travel and subsistence costs. If this applies, the terms on which we will do so will be set out in the Order Form.

- 4.4. If invoices are not paid in full by the due date, we may seek to suspend or terminate the Services in accordance with clause 3, and/or apply interest to the overdue amount at two per cent (2%) above the Bank of England's base rate, accruing daily.

5. Liability

- 5.1. Nothing in this Agreement shall exclude or limit in any way either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other actions for which liability cannot be lawfully excluded or limited.
- 5.2. We exclude all liability for (a) any Losses that are indirect or consequential; (b) loss of goodwill or reputation; (c) loss of revenue, opportunity, business or contracts; or (d) loss of actual or anticipated savings, profit, or use of money.
- 5.3. Our Liability Cap for all matters associated with the Services is a sum equal to the total Charges for the Services purchased in the Order Form.
- 5.4. Neither party will have any liability for Losses caused by delays or failures resulting from a Force Majeure Event, provided that (a) the party suffering the event notifies the other of it as soon as reasonably practicable; and (b) this clause shall not relieve payment of the Charges.
- 5.5. We will not be liable for any Losses that result from your network or security systems not complying with the specifications required to properly enjoy Services provided online or in e-learning format, nor any delays, delivery failures or other Losses resulting from the transfer of data over communications networks and facilities (including the internet).

6. Confidentiality

- 6.1. Neither party shall use or disclose the other party's Confidential Information other than (a) as reasonably required for the performance of this Agreement or enjoyment of the Services; (b) as required by applicable laws or authorities; (c) to its subcontractors, professional advisers, insurers and auditors; (d) in order to defend or bring any legal or regulatory proceedings; and (e) as otherwise approved by us in writing. The parties shall ensure that any recipient is under an appropriate duty of confidentiality, and that the recipient is informed of the confidential nature of the information.
- 6.2. If the disclosing party requests in writing, the receiving party will return or destroy all Confidential Information, other than where retention is required to comply with applicable laws or reasonable internal policies and practices.
- 6.3. Unless notified otherwise, we can name you as our client on our website, in marketing materials, and business development activities.

7. Intellectual Property

- 7.1. We warrant that no deliverables provided will infringe the IPR of any third party.
- 7.2. Other than as expressly stated, no IPR of either party is transferred or licenced as a result of this Agreement.
- 7.3. Each party grants the other a non-exclusive, nonsublicensable (other than to our subcontractors and each party's respective Group members) licence to use their respective IPR to the extent reasonably necessary to comply with its obligations and exercise its rights under this Agreement and, in your case, for the proper enjoyment of the Services.
- 7.4. In the event that you provide us with any materials for use in connection with the Services, you indemnify us against all Losses we incur in connection with the use thereof (unless arising from a breach of your instructions).

8. Data Protection

- 8.1. Both parties will comply with Data Protection Laws in connection with the Services, and provide reasonable co-operation and information to assist the other with such compliance.
- 8.2. We will process personal data provided to us for or on behalf of your attendees (names, email addresses, job titles and other information reasonably required to provide the Services) in order to provide the Services. We do so as a data processor, acting in accordance with your instructions as the data controller.
- 8.3. We will process personal data for so long as is reasonably required to perform the Services and to comply with any reasonable internal data retention policies. Any processing will be in accordance with the technical and organisational measures set out in our parent company's information security standard, available here: <https://media.umbraco.io/lawdebenture/oa2lyy4h/information-security-standard-v12-2024.pdf>. If requested, on termination of the Agreement we will return or delete all personal data to the extent retention is not required by law.
- 8.4. We will notify you within forty-eight (48) hours if we receive any complaint, notice or subject access request relating to the processing of personal data in connection with this Agreement, or any personal data breach, and co-operate with you in dealing with it.
- 8.5. We will provide, on written request, such information as is reasonably necessary to confirm our compliance with this clause 8. This includes allowing for audits, subject to: (a) prior entry into written confidentiality provisions concerning the audit; (b) a maximum of one (1) audit in each rolling 12-month period; and (c) you giving us at least ten (10) Business Days' notice of any audit.
- 8.6. You provide us with a general authorisation to appoint sub-processors in the categories listed in clause 8.7 if reasonably required in order to provide the Services. We will have a written agreement with any sub-processors that includes data protection and information security measures which are no less stringent than those set out in this Agreement. We will remain responsible to you for the actions and omissions of our sub-processors.
- 8.7. We may appoint sub-processors in the following categories: (a) IT service providers; (b) providers of printing, marketing or other support for creating physical or digital supporting materials; and (c) training (including e-learning). If we make any changes to these categories, we will notify you in writing. If you wish to object, you must do so by email to dp@lawdeb.com within thirty (30) days. Please note that objections may affect our ability to continue providing the Services.

9. Compliance

- 9.1. Each party will, until the Services have been delivered in full, comply with all applicable laws, including in relation to anti-money laundering, bribery, anti-corruption and modern slavery, including the Bribery Act 2010, Equality Act 2010, Modern Slavery Act 2015, Criminal Finances Act 2017, Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Economic Crime and Corporate Transparency Act 2023.
- 9.2. You will not permit the Services to be used directly or indirectly for the benefit of any Sanctioned Person.
- 9.3. You will notify us immediately if:
 - 9.3.1. at any time before the Services have been delivered in full, you, any of your Personnel, or any material shareholders or beneficial owners are, or are reasonably likely to become, a Sanctioned Person; or

9.3.2. it is reasonably likely that you have not complied in any material respect with clause 9.1.

10. General

- 10.1. This Agreement forms the entire agreement between the parties concerning the Services. Neither party shall have any remedies for any statement or assurance that is not set out in this Agreement, and no third parties shall have any rights to enforce any terms of this Agreement.
- 10.2. Any variation to this Agreement must be signed by both parties, provided that (with as much notice as is reasonably practicable) we may unilaterally vary the Agreement to the extent required by applicable laws.
- 10.3. This Agreement and any disputes under it (including non-contractual disputes) shall be governed by English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 10.4. Notices under this Agreement shall be in writing (which includes email but not fax) in English, and sent either by hand (deemed received when delivered), first class post to the recipient's registered office (deemed received two (2) Business Days after posting) or by email to the address in the Engagement Letter (deemed received when available in the recipient's inbox, unless not within Business Hours, in which case at commencement of the next Business Day).