



TERMS AND CONDITIONS FOR THE PROVISION OF TRAINING COURSES PROVIDED BY EDUCATE VENTURES RESEARCH LIMITED

BACKGROUND

These terms and conditions (abbreviated to "Terms") are the basis upon which Educate Ventures Research Limited provides Training Courses as described in any Order Form offered to the Client and agreed to by the Client. The Terms together with the Order Form make an "Agreement" between Educate Ventures Research Limited and the Client to the complete exclusion of any terms or conditions that the Client may propose unless a term proposed by a Client to vary these terms is set out in the Order Form.

1. DEFINITIONS AND INTERPRETATION:

1.1. In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

"Agreement"	means these Terms (including the Schedule of "Payment Terms") together with an Order Form entered into by EVR Ltd with the Client;
"Cancellation Policy"	EVR Ltd.'s policy concerning responsibility for fees when a Course is cancelled by the client a copy of which will be found on the EVR Ltd website.
"Client"	refers to the company entering into this agreement with EVR Ltd;
"Confidential Information"	means any information, technical data or know-how (whether disclosed before or after the date of this Agreement), including, but not limited to, the content of any Training Materials and methods of use of the Teaching Materials provided by EVR Ltd;
"Course(s)"	means the delivery of a course of training, to meet a specification agreed in the Order Form between both parties.
"EVR Ltd"	refers to Educate Ventures Research Limited, a company registered in England & Wales under Companies' House Register No. 12958844. Registered address: Hilden Park House

79 Tonbridge Road Hildenborough Tonbridge Kent
TN11 9BH;

"Intellectual Rights"	Property	To the extent relevant, patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protections which subsist or will subsist now or in the future in any part of the world.
"Order Form"		an electronic form which sets out the details of the order;
"Parties"		collectively refer to EVR Ltd and the Client;
"Training Materials"		means the materials defined in clause 7.3.1.

2. TERM:

- 2.1. This Agreement starts on the Effective Date stated in the Order Form and shall remain in effect until completion of the Course or if more than one the last Course (on which date the Agreement shall expire) unless prior to that date either party in accordance with any entitlement to do so terminates the Agreement in accordance with Clause 10.1.

3. SCOPE OF COURSES

- 3.1. EVR Ltd agrees to provide one or more Courses to the Client as specified in the Order Form.
- 3.2. the Client agrees to pay the fees and charges, as agreed upon in the Order Form for the Courses rendered by EVR Ltd.
- 3.3. EVR Ltd reserves the right to amend the content of Courses or manner of presentation of Courses if necessary to comply with any applicable law or regulatory requirement, or in other ways if the amendment will not materially affect the nature or quality of the Courses, and EVR Ltd shall notify the Client in any such event.

4. COURSE DELIVERY

- 4.1. Courses are delivered online unless otherwise agreed to being delivered in person as specified in the Order Form.

- 4.2. EVR Ltd will deliver online Courses using Zoom or an equivalent unless as the client preference an alternative video conferencing facility is required and is hosted by the Client at its expense.
- 4.3. When it is agreed that a Course is to be delivered in person and the Order Form indicates that EVR Ltd is responsible for the provision of a venue EVR Ltd shall reserve a venue of its choice meeting all charges arising.

5. THE CLIENTS' OBLIGATIONS

- 5.1. The Client shall:
 - 5.1.1. Check that the terms of the Order Form are complete and accurate particularly in relation to the agreed date or dates and times for delivery of Courses;
 - 5.1.2. assist EVR Ltd in all matters relating to the Courses;
 - 5.1.3. where a Course is to be delivered at the client site provide EVR Ltd, its employees and consultants with access to the Site and other facilities as reasonably required by EVR Ltd in order to carry out the Courses;

6. PAYMENT TERMS

- 6.1. The Client shall make payments to EVR Ltd as set out in the Order Form and in accordance with the Schedule.
- 6.2. Fees quoted in the Order Form are net of VAT which may be payable in addition to the Fee provided that EVR Ltd provides a VAT applicable invoice.
- 6.3. All payments shall be made in GBP (British Pounds) and shall be free of any deductions, withholding taxes, or set-offs.

7. INTELLECTUAL PROPERTY

- 7.1. Each party shall retain all rights, title, and interest in their respective background intellectual property before, during, and after the performance of this Agreement.
- 7.2. Any intellectual property created or developed during the performance of this Agreement shall be owned solely by the party that creates or develops it. Specifically:
 - 7.3. **Training Materials**
 - 7.3.1. EVR Ltd will provide the Client with access to various training materials, including but not limited to presentations, handouts, guides, and online resources (collectively referred to as "**Training Materials**").
 - 7.3.2. The Client acknowledges that EVR Ltd holds copyright and any other Intellectual Property Rights in all Teaching Materials as provided for the purpose of any Course including modifications to those Teaching Materials derived from working with the Client in preparation for the delivery of and the actual presentation of any Course;
 - 7.3.3. Accordingly, EVR Ltd it is agreed that EVR Ltd retains all ownership rights, title, and interest in and to the Training Materials, including all copyrights, trademarks, trade secrets, and any other Intellectual Property Rights related thereto.
- 7.4. Use of Training Materials:
 - 7.4.1. EVR Ltd grants the Client a non-exclusive, non-transferable license to use the Training Materials solely for the purposes set out in the

- specified Course "Objectives" described under that title in the Order Form during the term of the engagement.
- 7.4.2. The Client agrees not to reproduce, distribute, modify, sell, rent, lease, sublicense, or create derivative works from or incorporating the Training Materials without the prior written consent of EVR Ltd save for purposes directly associated with the delivery of the Course (for example by disseminating the material to delegates attending any Course).
- 7.4.3. Subject to clause 7.4.2 the Client shall not sub-licence, assign or otherwise transfer the rights granted in clause 7.4.1 to any other party. When disseminating material in the manner permitted by clause 7.4.2 the Client shall not remove any markings on the Training Materials referring to EVR Ltd or to the copyright and other Intellectual Property Rights ownership asserted by EVR Ltd.
- 7.4.4. Nothing in these Terms shall be construed as transferring or granting any ownership rights to the Client in the Training Materials.

8. LIMITATION OF LIABILITY

- 8.1. Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:
- 8.1.1. Death or personal injury caused by negligence;
 - 8.1.2. Fraud or fraudulent misrepresentation; and
 - 8.1.3. Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.2. EVR Ltd shall not be liable for:
- 8.2.1. any direct, indirect, incidental, special, or consequential losses arising out of the use or inability to use the Training Materials, even if advised of the possibility of such damages;
 - 8.2.2. loss of profits;
 - 8.2.3. loss of sales or business;
 - 8.2.4. loss of agreements or contracts;
 - 8.2.5. loss of anticipated savings;
 - 8.2.6. loss of use or corruption of software, data or information;
 - 8.2.7. loss of or damage to goodwill.
- 8.3. The total liability of EVR Ltd, if any, under this Agreement, shall be limited to the fees paid by the Client to EVR Ltd. for the Courses that are described in the Order Form.

This Clause 8 shall survive termination of the Agreement.

9. CONFIDENTIALITY

- 9.1. The Client agrees to maintain the confidentiality of the Training Materials and shall not disclose, share, or allow access to the Training Materials by any third party other than as contemplated by clause 7.4.2 without EVR Ltd.'s written consent.
- 9.2. The Client shall take all reasonable measures to protect the Training Materials from unauthorized use, reproduction, or distribution.
- 9.3. Each party undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted by clause 9.4.
- 9.4. Each party may disclose the other party's confidential information:
- 9.4.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for

- the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9;
- 9.4.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
 - 9.4.3. to the extent that the same enters the public domain other than through an act or omission of the other Party in breach of the Agreement.
- 9.5. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

10. TERMINATION

- 10.1. In the event that the Client wishes to terminate its participation in any Course it may do so but only in accordance with the EVR Cancellation Policy.
- 10.2. Without affecting any other right or remedy available to it, EVR Ltd may terminate the Agreement with immediate effect by giving written notice to The Client if:
 - 10.2.1. The Client commits a material breach of any term of the Agreement;
 - 10.2.2. The Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up 9whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a received appointed to any of its assets or ceasing to carry on business;
 - 10.2.3. The Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 10.2.4. The Client's financial position deteriorates to such an extent that in EVR Ltd.'s opinion the Client's capability to adequately fulfil its obligations under the Agreement have been placed in jeopardy.
- 10.3. Without affecting any other right or remedy available to it and without prejudice to Clause 3 of the Schedule (Late Payments), EVR Ltd may suspend the supply of Courses under this Agreement if the Client fails to pay any amount due under the Agreement on the due date for payment in accordance with the Schedule.

11. CONSEQUENCES OF TERMINATION

- 11.1. On termination or expiry of the Agreement:
 - 11.1.1. The Client shall immediately pay to EVR Ltd all outstanding unpaid invoices and interest and, in respect of the Courses delivered but for which no invoice has been submitted any further invoice raised by EVR Ltd payment shall be made immediately upon receipt.
 - 11.1.2. The Client shall also be liable to pay in full against EVR Ltd.'s invoice for any Course that has become the subject of cancellation by the Client but where that cancellation is not in line with the EVR Cancellation Policy. To the extent such cancellation is compliant with the EVR Ltd Cancellation Policy the Client shall be liable to pay such amount as is calculated in the manner provided for by the

- Cancellation Policy against an invoice duly issued by EVR Ltd the invoice being payable by the Client immediately on receipt;
- 11.1.3. Termination of this Agreement shall not affect any rights or obligations that have accrued before the termination date.
- 11.1.4. Notwithstanding the termination, the obligations of confidentiality and Intellectual Property Rights under this Agreement shall survive indefinitely.

12. GOVERNING LAW AND JURISDICTION

- 12.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 12.2. Any disputes arising out of or in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

13. ENTIRE AGREEMENT

- 13.1. These Terms (including the Schedule) and any agreed Order Form constitute the entire understanding between the Parties concerning the subject matter herein and supersedes all prior and contemporaneous agreements, whether oral or written.

14. INSURANCE

- 14.1. Both parties shall maintain adequate insurance coverage throughout the term of this Agreement. Each party agrees to provide evidence of insurance upon request by the other party.

15. SUBCONTRACTING

- 15.1. Where specified in the Order Form or advised to the Client subsequently in writing EVR Ltd may in the interests of the effective deliver of Courses subcontract any part of the Courses to third parties. However, EVR Ltd shall remain fully responsible for the performance of the subcontractors and their compliance with the terms of this Agreement.

16. FORCE MAJEURE

- 16.1. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to a force majeure event, including but not limited to acts of God, natural disasters, war, terrorist activities, labour strikes, government actions, or other events beyond the reasonable control of the parties. In such cases, the affected party shall promptly notify the other party in writing and make reasonable efforts to mitigate the impact of the force majeure event.

17. ASSIGNMENT

- 17.1. Neither party shall assign or transfer any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except in the case of a merger, acquisition, or sale of substantially all of its

assets, in which case this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

18. NOTICES

18.1. Any notices or communications required or permitted to be given under this Agreement shall be in writing and delivered personally, sent by registered or certified mail, or by email to the addresses provided in this Agreement, or to such other address as either party may designate by notice to the other party.

19. AMENDMENT

19.1. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.

20. WAIVER

20.1. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce that provision in the future.

21. SEVERABILITY

21.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

22. HEADINGS

22.1. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the provisions herein.

Schedule - Payment Terms

0. PRICES

- 0.0. The prices for the Courses provided by EVR Ltd to the Client shall be expressed as excluding Value Added Tax (VAT) at the applicable rate.
- 0.1. All payments made by the Client to EVR Ltd shall be inclusive of VAT which may be added to the Charges at the prevailing rate.

1. PAYMENT SCHEDULE:

- 1.1. Option 1 - 100% Prior to Service Delivery:
 - 1.1.1. The Client shall make the full payment for the Courses in GBP (British Pounds) to EVR Ltd prior to the commencement of service delivery.
 - 1.1.2. Payment shall be made by electronic bank transfer, or any other method agreed upon by both Parties.
- 1.2. Option 2 - 50% on Contract Signature and 50% on Completion
 - 1.2.1. The Client shall make a payment of 50% of the total contract value in GBP (British Pounds) to EVR Ltd upon the signing of this Agreement.
 - 1.2.2. The remaining 50% of the total contract value shall be paid by the Client to EVR Ltd upon the satisfactory completion of the Courses as outlined in the Order Form.
 - 1.2.3. Payment shall be made by electronic bank transfer, or any other method agreed upon by both Parties.

2. INVOICING

- 2.1. EVR Ltd shall issue invoices to the Client for the agreed-upon payment amounts in accordance with the selected payment option.
- 2.2. Each invoice shall include the details of the Courses rendered, the payment amount, and any applicable VAT.
- 2.3. The Client shall pay each invoice submitted by EVR Ltd within [30] days of the date of the invoice and time for payment shall be of the essence of the Contract.
- 2.4. All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3. LATE PAYMENTS

- 3.1. If the Client fails to make any payment due under this Agreement by the due date, then, without limiting EVR Ltd.'s remedies under Clause 9, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this paragraph 3.1 will accrue each day at [4%] a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

4. CURRENCY AND PAYMENT METHOD

- 4.1. All payments made by the Client to EVR Ltd shall be made in GBP (British Pounds).
- 4.2. Payment shall be made by electronic bank transfer to the bank account provided by EVR Ltd, unless otherwise agreed upon in writing.

5. NON-REFUNDABLE PAYMENTS

- 5.1. All payments made by the Client to EVR Ltd are non-refundable, except as expressly stated otherwise in this Agreement.

6. TAXES AND DUTIES

- 6.1. the Client shall be responsible for the payment of all taxes, duties, levies, or other charges imposed by any applicable law or regulation in connection with the Courses.