



NCAT Limited Terms and Conditions

1. Definitions

1.1 In these Conditions the following expressions shall have the following meanings:

1.2 "The Company" means NCAT Limited

1.3 "Services" means the services to be provided by the Company to the Client under the terms of the Contract and "Service" shall be construed accordingly.

1.4 "The Client" means the person, firm or company with whom the Contract is made by the Company, whether directly or indirectly, through an agent or factor who is acting for or instructed by the Client or whose actions are ratified by such person, firm or company.

1.5 "Company's Premises" means the premises mentioned in the Contract or if not so mentioned means the Company's premises at: Abbey House, Stoke Road, Slough, Berkshire, SL2 5AG

1.6 "Contract" means the contract between the Company and the Client under which the Services are to be supplied by the Company to the Client.

1.7 "Invoice" means an invoice submitted by the Company to the Client in respect of training Services or consultancy Services, which is not a "Supplementary Fee Invoice".

1.8 "Supplementary Fee Invoice" means an invoice submitted by the Company to the Client in respect of additional training Services requested by the Client in substitution for or in addition to the training Services originally requested by the client and in respect of which an Invoice may have already been submitted.

1.9 "Working Day" means every day of the week apart from Saturday, Sunday and statutory holidays. "Month" means a calendar month. "Week" means seven consecutive days.

1.10 "Skills Licence" means a Programme of training provided by the Company whether consisting of one course or of a series of courses or of the hire of venue/s only. Except where otherwise stated or as the context requires this definition includes Training Delivery Programmes issued by the Company

2. General

2.1 These Conditions shall be deemed to be incorporated in all Contracts and in the case of any inconsistency with any order or letter, form of contract sent by the Client to the Company, or any other communication between the Client and Company, whatever may be their respective dates, the provisions of these Conditions shall prevail. If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the Contract the other Conditions shall continue to have full force and effect.

2.2 In these Terms words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.

3. Obligation to Provide Services

3.1 Notwithstanding that the Company may have given a detailed quotation no request for the provision of Services shall be binding on the Company unless and until it has been accepted in writing by the Company and where the Service in question relates to the provision of training Services. Bookings will only be taken for a course where the Client has provided a valid purchase order number and a signed Booking Confirmation to the Company.



3.2 The Company's catalogues, brochures, leaflets or other correspondence including but not limited to particulars published on the Company's World Wide Web site are not binding and reasonable variations may be made to the Services without notice, and the Services so varied shall be accepted as complying with the Contract.

3.3 Where the Services in question relate to the provision of training, the Company reserves the right to provide such Services at a venue or venues other than the Company's Premises and to provide training personnel of its own choice.

3.4 The Company reserves the right to cancel, curtail or re-schedule training courses or events without notice to the Client and without liability for financial penalty or compensation to the Client other than an amount limited to a refund of 100% of any course fees already paid by the Client in advance of the related course or event.

3.5 The Company reserves the right to refuse or curtail any training Services if a delegate or substitute delegate attending on behalf of the Client fails to satisfy those requirements, or pre-requisites for such course, notified by the Company to the Client prior to the commencement of such course.

4. Prices

4.1 The price payable for the Services shall unless otherwise stated in the Contract be the fee chargeable by the Company for such Services current at the date of their provision and in the case of the provision of Services over a period of time, the price payable shall, at the option of the Company, be either:

4.1.1 the fee current at the date of the provision of the Services in question unless otherwise expressly stated to be fixed or firm for a period: or

4.1.2 the fee current at the date of any invoice sent pursuant to Condition 7.32.

4.2 Unless otherwise expressly stated to be fixed or firm for a period the Company's charges in respect of the Services are subject to amendment to take account of variations in wages, materials or other costs since the date of the Contract. The Company accordingly reserves the right to adjust the sum payable by the Client for the Services by the amount of any increase in such costs after the sum due is quoted and the sum so adjusted shall be payable as if it were the fee stated as being payable in the Contract.

4.3 The course fee does not cover travel, or other related expenses.

4.4 All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate.

5. Additional Costs & Intellectual Property Rights

5.1 The Client shall indemnify the Company against all costs claims and damages incurred or arising out of any alleged infringements of patents, trademarks, registered designs, design right, copyright or other intellectual property rights occasioned by the provision of the Services where such Services are provided to the specification or special requirements of the Client.

5.2 All written information, drawings, diagrams, videos, software copies of same and audio tapes prepared by the Company in relation to the provision of the Services and the copyright therein shall remain the exclusive property of the Company and shall be returned by the Client on demand. All such information shall be treated as confidential and shall not be copied or reproduced or disclosed to any third party without the prior written consent of the Company.



6. Confidentiality

The Client shall ensure that its employees and all those under the Client's control and supervision shall comply with the obligations of confidentiality contained at clause 5.2.

7. Terms of Payment

7.1 Unless otherwise agreed by the Company in writing payment for the Services shall be due as follows:

7.2. where the Services in question relates to the provision of training Services payment shall be made in full no later than 10 working days prior to the commencement of the training:

7.3 If the Services are provided over a period of time the Company shall be entitled to invoice the Client at regular intervals during the period of time that the Services are being provided and payment shall be due within 7 days of the date of each such invoice notwithstanding that subsequent Services are not provided or any other default on the part of the Company.

7.4 If under the terms of the Contract monies due shall be payable by installments, a default by the Client of the payment of any due installment shall cause the whole of the balance of the sums due to become payable forthwith.

7.5 If under the terms of the contract i.e. purchase of a passport or training days all monies due are payable 10 days before commencement of the first course of the aforesaid package.

7.6 The sums due to the company under the Contract shall be due in full to the Company in accordance with the terms of the Contract and the Client shall not be entitled to exercise any set-off, lien or any other similar right or claim.

7.7 The time of payment shall be of the essence of the Contract.

7.8 Without prejudice to any other rights it may have, the Company is entitled to charge interest at 3% per month or part thereon on overdue payments such interest to run from the due date for payment until payment in full is received whether before or after judgment.

8. Warranties & Consequential Loss

8.1 Any Representations, Conditions or Warranties (whether express or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality of the Services are hereby expressly negated.

8.2 The Company may help Clients to specify or choose training Services, but the assessment and selection of the Client's chosen training for the Client's purpose remains the Client's ultimate responsibility. The Company undertakes only that in giving such assistance it has acted in good faith and has not been willfully misleading.

8.3 The Company shall not be liable for any costs claims or damages or expenses arising out of any tortious act or omission or any breach of Contract or statutory duty calculated by reference to profits income production or accruals or loss of such profits, income, production or accruals or by reference to accrual of such costs claims damages or expenses on a time basis.

9. Default or Insolvency of Client



If the Client shall be in breach of any of its obligations under the Contract or if any distress or execution shall be levied on the Client's property or assets or if the Client shall make or offer to make any arrangement or composition with its creditors or commit any act of bankruptcy or any bankruptcy petition will be presented against him or if the Client is a company if any Resolution or Petition to wind up such company shall be passed or presented or if a receiver, administrative receiver or administrator of the whole or any part of such company's undertaking, property or assets shall be appointed, the Company in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly, or in part, every contract between the Company and the Client or may (without prejudice to the Company's right subsequently to determine the Contract for the same clause should it so decide) by notice in writing suspend further provision of Services until any defaults by the Client are remedied.

10. Limitation of Liability: Except in respect of liability for death or personal injury:

10.1 Where the Contract relates to the provision of Services the liability of the Company to the Client for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price payable for the Services.

10.2 The Company shall not be liable for imperfect work caused by any inaccuracies on any specifications supplied by the Client.

11. Representations

No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of the Company shall be construed to enlarge, vary or override in any way any of these Conditions of the Contract.

12. Force Majeure

The Company shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in the provision of Services through any circumstances beyond its reasonable control including, but not limited to, strikes, lock-outs, accidents, war, governmental actions, national emergency, acts of terrorism, protests, riot, civil commotion, explosion, flood, epidemic, fire, reduction in or unavailability of power at manufacturing point, break-down of plant or machinery, or shortage or unavailability of raw materials from normal sources of supply.

13. Cancellation

13.1 The Contract may not be cancelled by the Client except by agreement in writing of both parties and upon the payment to the Company of such amount as may be necessary to indemnify the Company against all loss resulting from the said cancellation.

13.2 Where the Contract relates to the provision of training Services

13.2.1 The Client agrees to pay the Company a sum equal to the percentages set out in the table below of the sums due in respect of a course invoice due to the Company.

13.2.2 Where a Client wishes to change the date of attendance or, re-schedule attendance at a particular course the Company will issue a Supplementary Fee Invoice, which will be an additional charge based on a percentage of the original invoice or another sum based upon the detail at 13.2.1 above.

13.4 The table referred to at 13.2.1 and 13.3 above is:

Confirmed Course Booking with Agreed Dates:	6-10 Working Days Before Course Commencement	0-5 Working Days Before Course Commencement
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Cancellation of Course	50%	100%
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13.5 The Client may substitute delegates at any time upon notification in writing to the Company subject to any new delegate complying with the requirements for the course as notified by the Company to the Client.

14. Passports and Training Days

The terms of a sale of a passport or training days are as follows; a client/delegate may have 12 calendar months in which to use said package. This starts either from the first day of the training or from 3 months after purchase whichever is the first. Passports/training days are purchased as a package and payment is made on purchase. No passport is to be discounted. Training days are sold as in the structure and cost as laid out in the 'training day' information. Cancellations are the same as stated in section 13

15. Sub-Contracting

The Company may assign or sub-contract the whole or any part of the Contract to any person firm or company.

16. Virus Control

The Company warrants that it will use best endeavors to ensure that all software introduced to the Clients machines will be free of computer viruses, including but not limited to "Time Bombs" and "Logic Bombs" and has undergone virus checking procedures in line with current best practices. Notwithstanding these best endeavors the Company will not accept liability for any damage to any equipment of the Client and any third party that has been caused by a virus introduced as a result of software loaded by or via the Company.

17. Non-Solicitation

16.1 During the term of any contract, and for a period of 12 months thereafter, the Client will not directly nor indirectly employ or solicit for employment any members of the Company's then current personnel.

16.2 In respect of any breach of Clause 16.1, the Company, in addition to any other remedies available in this Agreement or at law, shall be entitled to recover from the Client liquidated damages of 35% of the gross annual salary of the member of the company employed or solicited for employment.

18. Proper Law

The Contract shall in all respects be governed by English Law and shall be deemed to have been made in England and the Client and the Company agree to submit to the exclusive jurisdiction of the English Courts.

19. Waiver

No waiver by the Company shown or granted to a client whether in respect of these Terms and Conditions or otherwise shall in any way effect or prejudice the rights of the Company against the Client or be taken as a waiver of any of these Terms and Conditions.

20. Third Party Rights

Neither the Company nor the Client intend that any terms of this contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by anyone that is not a party to it.

21. Retention of Title

In the event that the Company supplies to the Client at the request of the Client manuals or other goods the title to such items shall not pass to the Client until the full cost of the items has been paid.