

Hoople Training and Education

Terms and Conditions of Service

THIS AGREEMENT is between the education institution (the 'Establishment') and Hoople Ltd (Reg. No 7556595) of Plough Lane, Hereford, HR4 OLE (the 'Service Provider').

WHEREAS:

The Establishment desires to obtain the services of the Service Provider for the purpose of providing certain services upon the terms and conditions set out in this agreement.

IT IS AGREED as follows:

1. Interpretation

1.1. In this Agreement unless otherwise specified:

- i. where the context permits, words importing the singular shall include the plural and vice versa; and words importing the masculine shall include the feminine and neuter and vice versa.
- ii. references to Clauses and Orders placed with Hoople booking form are clauses of, and schedules to, this Agreement.

2. Term and termination

2.1. This Agreement shall commence upon placement of order (the 'Effective Date') and subject to clause 2.2 of this Agreement shall terminate automatically without notice at the end of the training activity.

2.2. This Agreement can be terminated by either party by written notice to the other party up to and including 10 working days prior to the event. Any cancellation of training will attract the following charges which will be applied at the discretion of the Service Provider:

- More than 10 working days in advance – 100% credit
- Less than 9 and before 4 working days – 50% credit
- Less than 3 working days – full cost will apply

- 2.3. Either party shall be entitled to terminate this Agreement with immediate effect by notice in writing to the other if:
- i. the other party commits any material breach of the terms of this Agreement;
 - ii. an order is made or a petition is presented or an effective resolution is passed or order is made for the bankruptcy or winding-up of the other party; or
 - iii. A receiver or administrator is appointed over all or any of the assets of the other party or an administration order is made with regard to the other party.
- 2.4. Termination of this Agreement shall be without prejudice to any rights and obligations existing at the date of termination, or any claim by one party against the other for any breach of Agreement committed prior to termination, which shall continue unaffected.
- 2.5. The Establishment undertakes to pay any outstanding costs associated with early Termination as referenced in 2.2.
- 2.6. The Establishment undertakes to provide a training environment suitable for the number of delegates expected to attend the learning activity. If on arrival at site the training environment it is found to be unsuitable, the Service Provider reserves the right to reduce the number attending or cancel the session.
- i. In the case that the session is cancelled, the Service Provider reserves the right to be recompensed for the full cost of the learning activity.

3. Obligations of the Service Provider

- 3.1. The Service Provider undertakes to provide the services as set out in the Order to this Agreement (the 'Services'), in consideration of the payment as set out in the dedicated Hoople booking form.
- i. Payment for services is to be made prior to learning activity taking place
- 3.2. Should the Establishment request, and the Service Provider agree to provide services additional to those specified, the fees for those additional services shall be mutually agreed between the parties.
- 3.3. The Services shall be carried out by the Service Provider with all reasonable skill and care, and in full compliance of relevant established current professional standards.

- 3.4. The Service Provider shall indemnify the Establishment from all claims, actions or demands made by third parties against the Establishment, and all liabilities of the Establishment to third parties (collectively 'Third Party Liabilities') and from all damage, losses, costs, expenses and payments whatsoever suffered or incurred by the Establishment either directly or in relation to Third Party Liabilities in respect of (a) personal injury to or the death of any person and any loss or destruction of or damage to property (not attributable to any default or neglect of the Establishment or of any person for whom the Establishment is responsible) which shall have occurred in connection with the provision of the Services under this Agreement, (b) any defect in the Services, and (c) any breach by the Service Provider of any terms of this Agreement, including without limitation, clause 3.3 provided that the liability of the Service Provider to the Establishment under this Agreement, including without limitation, this clause 3.4, shall be limited to a maximum amount of £1,000,000 in respect of any one incident or series of related incidents and a maximum amount of £1,000,000 in respect of all and any incidents (whether or not related) arising during the term of this Agreement.
- 3.5. The Service Provider shall take out and maintain during the term of this Agreement an insurance policy, with a reputable insurance company upon terms which are sufficient to cover his liabilities under this Agreement, including without limitation, his liabilities under clause 3.4. The Service Provider shall upon reasonable request produce to the Establishment a copy of the said insurance policy, and a receipt for the payment of the current premium. For the avoidance of doubt the Service Provider shall be liable under all of the provisions of this Agreement, including without limitation, clause 3.4, whether or not he complies with the provisions of this clause 3.5.
- 3.6. The Service Provider shall promptly provide to the Establishment written reports on the discharge of his obligations under this Agreement as and when these may be reasonably requested.
- 3.7. All communications and all information supplied to or obtained by the Service Provider in the course of or as a result of the discharge of his obligations under this Agreement and all information relating to any invention, improvement, report, recommendation or advice given to the Establishment by the Service Provider in pursuance of his obligations shall be treated by the Service Provider as confidential and shall not be disclosed by him to any third party or published without prior written consent of the Establishment, such consent not to be unreasonably withheld.
- 3.8. The Service Provider undertakes that, in the event of his being unable personally to perform the Services in accordance with his obligations under this Agreement, he will provide by way of a substitute to perform the Services in his place a fully qualified alternative service provider acceptable to the Establishment (the 'Substitute'), provided that the provision of the Substitute shall be under a subcontract between the Service Provider and the Substitute and that the rights and obligations of the Service Provider under this Agreement in relation to the Establishment shall not be affected, nor shall the Establishment be under an obligation to pay any fees to the Substitute for the provision by him of the Services. If a substitute cannot be found the Service Provider and Establishment will negotiate alternative agreeable arrangements.

4. Intellectual property rights

- 4.1. All intellectual property and industrial property rights throughout the world in patentable and non-patentable inventions, discoveries and improvements, processes and know-how, copyright works and the like discovered or created by the Service Provider in the course of or as a result of the discharge of his obligations under this Agreement shall vest in and be the absolute property of the Service Provider. The Establishment can request copies of materials used, however they remain the property of the Service Provider and cannot be reproduced or used by anyone other than delegates who attended the learning event.

5. Expenses and payment terms

- 5.1. The Establishment will reimburse the Service Provider for all reasonable expenses incurred in the discharge of his obligations under this Agreement, provided that all such expenses will be subject to the prior written approval of the Establishment. Expenses are to be accounted for and reimbursement will be made against vouchers approved by the Establishment and in accordance with relevant standard Establishment procedure as from time to time established and notified to the Service Provider.
- 5.2. The Establishment shall provide a purchase order number (if used) and pay the Service Provider's invoices upon placement of order. Failure to pay may result in learning activity not taking place as planned.

6. Confidentially and Security

- 6.1. Each party acknowledges that all material and information which has or will come into the possession and knowledge of each in connection with this Agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging. Both parties, therefore, agree to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this agreement, to release it only to employees requiring such information, and not to release or disclose it to any other party.
- 6.2. Each party agrees that in the event that confidential information which is the responsibility of either party is accidentally released by either party to the other, each party undertakes to inform the other upon discovery, to keep the information strictly confidential, and to return or destroy the information immediately without copying or onward transmitting that information.

7. Miscellaneous

- 7.1. For the avoidance of doubt both parties confirm that the Service Provider enters into this Agreement as an independent contractor and that he is not nor shall for any purpose be regarded as an employee of the Establishment.
- 7.2. Force Majeure - Neither party shall be liable to the other for any failure to perform its obligations under the contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this condition shall limit the obligations of the contractor to use its best endeavours to fulfil its obligations under the contract.
- 7.3. Except as otherwise provided in this Agreement, all notices, instructions or other communications shall be in writing and may be made by email, facsimile message, by letter or other form of communication as agreed between the parties from time to time, and delivered to the requisite party at its address.
- 7.4. The obligations imposed upon the Service Provider under clauses 3.7 and 4 shall survive the expiry or termination of this agreement
- 7.5. The terms of this Agreement shall be governed by and construed in accordance with English law and be subject to the non-exclusive jurisdiction of the English Courts.