



Terms and Conditions

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"The Company"	Logic Safety Solutions Ltd including SSiP Accreditation, Logic Training and any other business trading under Logic Safety Solutions Ltd Whose registered office is at; 1 Enterprise Court, Ambuscade Road, Eaton Socon, St Neots, Cambridgeshire PE19 8YU
"The Client"	The recipient of services provided by the Company
"The premises"	The place or places at which the Company is employed by the Client to carry out such services
"The Consultant"	Any person employed appointed or used by the Company and acting on its behalf in that capacity
"The Contract"	The arrangement between the Company and the Client comprising the Purchase Order, these conditions, the Agreement, and any other documents specified in the Agreement or Purchase Order
"The Agreement"	The written document setting out in detail the agreed service that the Company will provide to the Client including training syllabuses, Code of Conduct and signed by both the Company and the Client

General

- 1) No services will be carried out by the Company for the Client except in accordance with these terms and conditions and the agreement.
- 2) Any variation of these terms and conditions is inapplicable unless confirmed in writing by a Director of the Company.
- 3) In the case of any conflict between, on the one hand, these terms and conditions and on the other hand any terms and conditions warranties representations or any other statements contained in any other document, then these terms and conditions will prevail.
- 4) If any provisions of these terms and conditions is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of these terms and conditions and the remainder of the affected provisions shall continue to be valid.
- 5) These terms and conditions shall be governed by and construed in all respects in accordance with the laws of England.
- 6) It will be the sole responsibility of the Client to ensure:
 - a) The Consultant is not hindered in any way in the carrying out of their duties.
 - b) The Consultant is made aware of all relevant parts of the premises.
 - c) Access is provided to all relevant parts of the premises, plant and documents.
- 7) The Company will advise the Client upon the current health and safety legislation and good working practices. However, it cannot advise upon or be responsible for:
 - a) Any circumstances or any matters which occur between each audit or assessment of the premises and plant;
 - b) Parts of the Premises plant or documents which have not been made available to or drawn to the attention of the Consultant;
 - c) The Client's failure to observe or failure to ensure its servants, agent, contractors or sub-contractors observe the advice of the Company (including the terms of the Client's safety policy as required by the Health and Safety at Work Act 1974);
 - d) Specialist advice given by a third party pursuant of clause 7 of these terms and conditions.
- 8) The advice given will have regard to the skill, expertise and level of competence which may reasonably be expected of such a Consultant according to his/her level of experience and qualification. The Company will give all possible help in finding appropriate specialist advice, where required, but the provision and cost of such advice at all times remains the sole responsibility of the Client.
- 9) The rights and liabilities of the parties shall be determined on the happening of the following events:
 - a) Failure on the part of the Client to make punctual payment of all sums due to the Company.

- b) The levying of any distress or execution against the Client or the making by him of any composition or arrangement with creditors or being a company the Clients liquidation (other than a member's voluntary liquidation).
- c) The Client ceasing or threatening to cease trading.
- d) 30 days' notice in writing by either party.
Whereupon the Client shall immediately pay to the Company any arrears of payments due to the Company and all further sums which would but for determination (other than determination by notice) have fallen due.
- e) A material breach by either party incapable of remedy.

10) Limit of Liability

- a) Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Company to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the fees paid by the Client to which the claim relates.
- b) In no event shall either party be liable to the other party for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or a party has been made aware of the possibility of the other party incurring such a loss.
- c) Nothing in these Terms and Conditions shall exclude or limit the Company's liability for death or personal injury resulting from the Client's negligence or that of its employees, agents or sub-contractors.
- d) The aggregate liability of the Client under these terms and conditions or the agreement shall be limited to the amount paid by the Client for the services herein.

11) Copyright, patents, trademarks and intellectual property rights

- a) The Company undertakes not to disclose any information relating to the Clients' trade secrets, confidential affairs, or operating processes.
- b) The Client acknowledges that rights in respect of trademarks, trade names, copyrights patents and other intellectual property rights connected with the service or goods do not pass to the Client.
- c) The Client agrees not to copy or otherwise provide copies of materials such as policies, procedures and forms to third parties or any other party for commercial gain and that all copies provided to third parties in the course of the Clients business will be provided in a read only format, PDF file or similar.
- d) Where applicable reports supplied by Logic Safety Solutions Ltd are provided with a royalty-free licence to copy and use this report for the purpose of complying with its legal responsibilities in relation to health and safety legislation for the business in question.

12) Frustrations etc. (Force Majeure)

- a) If the Company is prevented at any time from performing any contractual obligation, or if any loss, damage or injury or delay in delivery is occasioned by or due to any cause beyond the Company's control including (but without prejudice to the generality of the foregoing expression) the commission of any criminal act, shortage of goods, act of war (whether declared or not) civil commotion, accident, strikes or lock-outs, Act of God or any restriction imposed by any local municipal or government authority (including Customs Authority) whether British or foreign, the Company shall be entitled forthwith to terminate the contract and to be discharged from all liabilities whatsoever to the Client and the Company shall not be liable for any such loss or damage, injury or delay as aforesaid.
- a) For the duration of the contract between the Client and the Company and for a period of 12 months after termination thereof, the Client hereby undertakes not to employ or engage (whether directly or indirectly) whether by itself or by its holding company or by any of its subsidiary companies, any Consultant who has been involved in providing the Company's services to that Client.

13) Fees and Charges

a) Unless otherwise stated in the Agreement all fees and charges quoted by the Company are:

- i) Exclusive of Value Added Tax and other duties or taxes
- ii) Exclusive of additional costs such as postage, laboratory costs, equipment hire, publication costs, overnight accommodation where these products or services have been requested by the Client either by inclusion in the Agreement or as an additional service or product not included in the Agreement.
- iii) For open scheduled training courses - Inclusive of the cost of lunch, other refreshments and standard course notes. The charge for non-standard notes or manuals will be agreed in the Agreement.

(1) Payment – Consultancy

- (a) Accounts will be rendered on completion of each piece of work by a Consultant or as detailed in the Agreement. Payment is due as per the agreement from receipt of the invoice.
- (b) All sums which are due (and undisputed) and are not paid on the due date (without prejudice to the rights of the Company hereunder) shall bear interest at the rate of 8% per calendar month.

(2) Payment – Open Scheduled Training

- (a) All fees are payable 4 weeks in advance and no admission to the course will be permitted until payment has been received

(3) Cancellations

- (a) The client has the right to request a refund for e-learning training purchases paid for in advance, providing they have not accessed the training materials.
- (b) Where the Client cancels an agreed appointment or training day a cancellation fee will be required based on the following rates: less than 14 days' notice – 100% of fee; fifteen to twenty-eight days' notice 50% of fee; more than 28 days' notice no charge. Should a change to a booking involve cancellation of residential accommodation any charges levied will be payable by the Client. Telephone cancellations can be accepted but then must be confirmed in writing. Logic Safety Solutions Ltd, Logic Training and our training partners reserve the right to cancel or alter dates, provision of services or the venue and we will return any course fees paid but will not be responsible for any additional costs, such as charges for cancellation of accommodation, levied on the Client by a third party.
- (c) Where remaining time or days have not been utilised at expiry of the contract period or within an annual plan or at annual review these will be forfeited and cannot be carried over to the following year or contract.
- (d) It will be at our discretion whether we waive the cancellation fee and transfer the training or meeting to an alternative course or meeting.

(4) Orders

- (a) An order from the Client will only be accepted by the Company by a) a written and signed order from the Client agreeing with these terms and conditions or b) a signed Agreement. A Purchase Order will be required where the client uses such a system.

(5) Sub-contracting

- (a) The Company reserves the right to sub-contract any part of any work or supply of any services. Where work is sub-contracted, Logic Safety Solutions Ltd will inform the Client and Logic Safety Solutions Ltd will be responsible for payment of those services from the sub-contractor.

(6) Headings

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- (a) The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof.

14) Termination

- a) Either party may, at any time and without reason, give notice to terminate the Agreement by giving notice as per their agreement in writing signed by a Director. All outstanding payments and payment for any work completed will then become due immediately.
- b) Either party shall be entitled by notice in writing summarily to determine any agreement without prejudice to any claim or right that the party may otherwise make or exercise where
 - i) either party is in breach of any term, condition or provision of this agreement or required by law
 - ii) either party shall go into liquidation (except for the purpose of reconstruction), or if any petition or resolution to wind up the party shall be presented, or if a receiver is appointed of the party undertaking property or assets, or if a distress shall be levied upon any of either parties property or if the party shall commit any act of bankruptcy.