

Standard Trading Terms and Conditions of Sales Careline Commercial Services Limited (CCSL)

All contracts for the sale of products or services are deemed to incorporate these Terms and Conditions of Sale which shall prevail over any other document or communication between the parties unless otherwise agreed in writing, signed by a Director of CCSL.

A copy of these terms and conditions will be displayed on the internet at www.carelineschool.co.uk and <http://www.ccsluk.com>. If the Customer has not had prior sight of them and reasonably objects to any of these terms and conditions, the Customer shall be entitled to notify such objection to CSL within 7 days of first sight (failing which these terms and conditions will be deemed to have been accepted) and, provided a solution to the objection cannot be reached between the parties, cancel the Contract without penalty after 7 days of such notification.

For the purposes of this document the term Software shall include packaged software programs, tools and related documentation, Training shall include training courses and seminars, the term Service shall include consultancy, advice and information providing services, and related reports and presentations, the term Product shall include all other services or goods not specified above and the term Customer shall include any individual or organisation who has entered into a contract with CCSL for the supply of Training, or a Service or a Product.

Acceptance of Orders

Orders must be placed by the issue of a valid purchase order or other written communication properly authorised by the Customer. CCSL reserves the right not to accept any Customer order.

Carriage, Post and Packing

Carriage, post and packing for deliveries is recharged at cost.

Duties and Taxes

Any relevant duties or taxes including VAT will be added to the cost of all sales at the prevailing rate.

Payment Terms

CCSL's standard payment terms are as follows:

- 100% of Product price is payable with order
- 30% of Service price is payable by 30 days from date of order
- Balance of the Service price is payable by 30 days from the date of issue of the invoice

Standard Trading Terms and Conditions of Sales Careline Commercial Services Limited (CCSL)

- Training price is payable in accordance with the terms as laid out in the Training Terms and Conditions (below).

If any invoice becomes overdue the Customer's full outstanding balance with CCSL becomes due and payable immediately. CCSL reserves the right to charge interest on overdue invoices at 1.5% above the base rate in force calculated on a daily basis.

Cancellation and refund terms

Once an order has been accepted by CCSL, the following terms apply to any cancellation.

No cancellation or refund may be provided for any software, training, products or services that have been tailored specifically to meet the needs of the customer (or delegate, see below).

No cancellation can be accepted once the order has been dispatched or on/after the start date of a training course.

No cancellation request will be accepted or refund due if a payment due to CCSL has not been received, within the agreed time frame.

Cancellations shall be subject to an administration charge of not more than 25% if notice of the cancellation is not received within three days of date of delivery, or start date of a training course.

To cancel an order, notice of the cancellation must be made using the same methods as that used to place the order AND using the same point of contact and address (e.g. email orders require email cancellations). We will endeavour to acknowledge all cancellations as soon as reasonably practicable.

In addition to your statutory rights and subject to verification (in a form and standard acceptable to us), a fifty percent (50%) refund is payable by CCSL on all orders that are proven to not meet our published/ written/documented specification (included within this is any statement made on our web sites). The balance shall be refundable where CCSL have been negligent or, other than by reason of force majeure, have failed to comply with an undertaking relating to the order.

Where CCSL cancel an order, 100% of the order value will be credited to the customer account, by CCSL.

If the Customer becomes bankrupt or enters into liquidation, administration or administrative receivership or has a receiver of any of its assets appointed (or ceases or threatens to cease carrying on business) Careline Commercial Services Ltd (CCSL) shall be entitled to cancel any outstanding Contract(s) and/or suspend

Standard Trading Terms and Conditions of Sales Careline Commercial Services Limited (CCSL)

further deliveries or services without liability to the Customer and any sums outstanding shall become immediately due.

Delivery

1. Any delivery date or start time stated by CCSL shall be treated as an estimate only. No liability can be accepted by CCSL for failure to deliver within the estimated dates and times.
2. CCSL shall not be liable for any loss (including consequential loss or loss of profit) arising either directly or indirectly from any delay, howsoever caused.
3. Any shortages or damage of Product must be reported to CCSL within three working days of receipt.
4. The customer shall be obliged to accept a Product when it is presented for delivery by CCSL. In the event that the customer is unable to accept delivery at that time any subsequent consequential expenses such as costs of storage or of redelivery shall be borne by the Customer.
5. Where delivery of Training is made on Customer premises, all responsibility for logistics rests with the Customer. In the event that the training facilities or any required audio/visual aids are unavailable any subsequent consequential expenses for provision of alternative facilities or audio/visual aids shall be borne by the customer. Additional expenditure, incurred by CCSL, shall be borne by the customer.
6. Where any dependencies on Customer staff or materials are indicated in any attendant agreement, any expense or cost of additional effort required to meet the contracted delivery schedule consequent on failure to satisfy the dependency will be borne by the Customer.

Property and Title

Creative artwork, intellectual property and all copy shall remain the property of CCSL unless otherwise assigned by agreement.

Software provided or used by CCSL on behalf of The Customer shall be severally and independently owned unless otherwise agreed in writing. The Customer and CCSL shall be entitled independently to make any use of the Software as the individual property of either party without requiring permission or authority from the other party. Customers are advised that said Software may contain elements subject to one or more public licences such as the GNU General Public License.

No property or title to Product shall pass unless and until the full amount of the value of the invoice has been credited to CCSL's bank account without recourse. The Customer shall indemnify CCSL against any loss or damage to the Product prior to the passing of title therein whilst in the customer's custody. Risk of damage to or loss of Software or Training materials shall pass to the customer at the time of delivery or

Standard Trading Terms and Conditions of Sales Careline Commercial Services Limited (CCSL)

in the event that the Customer wrongfully fails to take delivery of the Product, at the time when the company has tendered delivery of the Product.

Warranty of software

All Software is furnished as-is and with all faults and deficiencies. CCSL makes no warranty to the Customer with regard to the Software including but not limited to implied merchantability or fitness for a particular purpose. There are no warranties, obligations or liabilities of CCSL express or implied arising by law or otherwise with respect to any bug, error, omission, defect, deficiency or nonconformity in any Software supplied.

Liability

1. CCSL shall not under any circumstances be liable for any indirect or consequential damages however caused.
2. CCSL liability in respect of any breach or non-performance of any order shall be limited to the refund of the invoice value to which the claim relates.
3. In the event that CCSL is prevented from carrying out its obligations under a contract as a result of any cause beyond its reasonable control, such as, but not limited to, Acts of God, War, Strikes, Flood, Terrorism and Failure of third parties to deliver goods, CCSL shall be relieved of its obligations and liabilities under such contract of sale for as long as such fulfilment is prevented.

Miscellaneous

1. If any provision herein is held to be invalid illegal or unenforceable the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
2. Waiver by CCSL of any of the terms herein or the granting of time or indulgence by CCSL to the customer shall in no way affect CCSL's rights hereunder.
3. The headings are for clarification and do not form part of the terms and conditions.
4. Any notice or demand required hereunder, and where the means and methods have not been specified in writing and otherwise, shall be in writing and shall be delivered by hand or by first class post, to the Company address. If posted any notice shall be deemed to have been delivered 48 hours after posting.
5. The law of England shall apply to these terms and conditions.
6. The Training Terms and Conditions (below) are deemed to incorporate these terms and conditions and if contradictory to these terms and conditions these shall prevail

Standard Trading Terms and Conditions of Sales Careline Commercial Services Limited (CCSL)

CARELINE COMMERCIAL SERVICES LIMITED (CCSL), is a private limited company, (05903504) registered in the United Kingdom at: 14 OWEN GARDENS, GWYNNE PARK, WOODFORD BRIDGE, ESSEX, IG8 8DJ

Training Terms and Conditions

Unless otherwise agreed in writing, the standard terms and conditions for the supply of training services are as described below. Our Standard Terms and Conditions (above) also apply.

Items in parentheses, items marked N.B. and all heading are for information only and do not form part of our trading Terms and Conditions for Training.

The term delegate means person attending the course or seminar. The term Customer, means person or organisation placing the order for training (noting that the Customer and the delegate may be the same person). Training course, includes seminars, events, meetings with our teaching staff, online content delivery and distance learning materials. Prerequisites means, a defined criteria that specifies the minimum standard of education, experience or other criteria, required for entry onto a Training course.

Booking

Bookings will only be accepted if:

- Where required, a valid purchase order is received by CCSL from a company that has a credit arrangement with us or
- the customers agrees to pay the full purchase price before the course start date.

Once a booking has been received by us, cancellation terms (above) apply. However, on written request, and with proof acceptable to CCSL, the contract may be terminated by CCSL immediately upon the death or serious injury of customer (or following the death or serious injury to the partner or dependent of the customer).

Overall

Where CCSL publish prerequisites, Customers are responsible for ensuring that the background, age and experience of delegates are suitable for the training course that they are attending. CCSL will not be liable for any refund in the case where delegates do not meet the course prerequisites.

Standard Trading Terms and Conditions of Sales Careline Commercial Services Limited (CCSL)

Save for where the law requires otherwise, the liability of both parties is limited to the amount of the total agreed fee for the training course. This applies in particular (but is not limited) to any travelling, subsistence or consequential expenses incurred by delegates or the representatives of CCSL.

Suitably qualified delegates may be substituted at any time prior to the start of the course. (N.B. Unless we know the names of delegates five working days in advance, it may not be possible to provide attendance certificates at the end of the training course. Efforts will be made to provide them as soon as possible after the course completes.)

Fees

1. A customer may choose to divide the total payment by instalments, provided that:
 - a. The payment is made in full, before the last day of the course.
 - b. The payment may be made in equal instalments,
 - c. The customer shall ensure that the first payment is paid on or before the course date,
 - d. The total number of instalments is agreed in writing, by CCSL and that,
 - i. by accepting payment by standing order the customer acknowledges that the payment is being made in full and (except for reasons of a cancellation by CCSL) without credit or rebate.
 - ii. should a bank or building society dishonour or otherwise fail to pay a standing order or direct debit, the customer warrants to pay the amount due to CCSL, in full, on demand.
 - e. Where a Customer choose to pay the invoice by direct debit or standing order, the order shall not be cancelled, varied or revoked by the customer, without prior written consent of CCSL and only then , provided that the customer warrants to pay the remaining amount due to CCSL, in full, on demand.

Public Training

Course fees cover the cost of training materials and books supplied by us, use of appropriate facilities, lecturer's time, refreshments and any room or equipment rental we undertake. Where relevant, external charges (such as examination fees) and other related expenses will be charged to delegates, separately and wherever possible, we will notify these in advance. Where additional fees are notified, the fee and any charge we make (such as administration) shall be stated.

Standard Trading Terms and Conditions of Sales Careline Commercial Services Limited (CCSL)

Public courses may be undertaken using portable equipment such as laptop computers and may be in rented accommodation such as a hotel conference room or similar. Customers agree that they understand and accept this and shall advise CCSL if this is likely to be inappropriate for the delegate(s) concerned.

CCSL reserve the right to vary the venue, start date or times, where such change is necessary or caused by external factors. Changes to venue shall be reasonable (e.g. within a close proximity to the planned location). Where a venue or start date is changed by CCSL, within three days of the start date, the customer may cancel and request a 75% refund.

Provision of lunch and other subsistence requirements are the responsibility of the delegates, unless otherwise advised in writing.

Only venues with a current fire certificate will be used and all venues will be inspected by our staff to ensure suitability BEFORE the training takes place.

Delegates are required to comply with all health and safety instructions provided by representatives of CCSL and delegates shall have specific responsibilities for ensuring that they are familiar with the escape routes/exits.

Unless a credit agreement is in place between CCSL and The Customer, payment for training is due in advance; delegates will not be permitted to enter the classroom if payment has not been made. The cancellation terms above shall apply in any case.

Careline Commercial Services Ltd (CCSL) shall not be liable to the Customer by any failure to perform obligations under the Contract if the failure is due to any cause beyond CCSL reasonable control.

Careline Commercial Services Ltd (CCSL) reserves the right to cancel and/or amend content and speakers. Every effort will be made to give the Customer as much notice as possible and provide a reasonable alternative.

Whilst every effort has been made to ensure the accuracy of the information contained in all our publications, CCSL shall not be liable for any inaccuracies or for any subsequent mistreatment of any person or property, however caused. Careline Commercial Services Ltd (CCSL) reserves the right to remove or amend any part of its publications without prior notice or consultation.

To protect the copyright of undisclosed third parties (for example, but not restricted to, suppliers to CCSL), except with the prior written consent of the originator, all reference material is supplied by CCSL for the purposes of academic study only and this right is non transferable. The customer or delegate may not copy, sell, donate, lend or otherwise supply to another person or entity, any reference material that is

Standard Trading Terms and Conditions of Sales Careline Commercial Services Limited (CCSL)

supplied by CCSL. Reference material shall include, but is not limited to any written material, digital image, DVD, CDrom, video or book.

Further, where the customer or delegate, in pursuit of the own research, provides material to other students on a CCSL course, the delegate shall ensure that they have obtained the appropriate rights to distribute the reference material AND shall indemnify CCSL against any liability for unlawful use of same.

The Customer shall indemnify Careline Commercial Services Ltd (CCSL) for any loss or expenses caused as a result of providing inaccurate information to CCSL, mistakes contained within the Customer's order, changes to the Contract requested by the Customer, the cancellation of the Contract by the Customer or breach of the Contract by the Customer (subject to Careline Commercial Services Ltd (CCSL) using all reasonable endeavours to minimize such loss).

The customer and delegate shall be jointly and severally liable for any act (or omission) that shall prejudice or put at risk, the safety of others present on the course.

The Customer and CCSL shall be obliged to conduct themselves in a professional manner in all their transactions (and in transactions with others connected to the course, such as other students and tutors). Further, where the content of a course is accredited, the delegate and customer shall be required to abide by any duties or ethical practices, imposed by the accreditation body. Where a delegate is removed from a course by reason of this paragraph and in accordance with the written procedures, no rebate shall be due to the customer.

In-House (Onsite) Training

(N.B. Customers are advised to read the In-House Guidelines when booking In-House courses in addition to these Terms and Conditions.)

Customers are responsible for ensuring that premises, equipment, hardware, and software is suitable for the conduct of the course in accordance with the course requirements

Customers are required to ensure the safety of the representatives of CCSL and provide them with a full safety briefing BEFORE the delegates arrive.

Payment shall be deemed to have been received only when the full amount has been credited to CCSL's bank account without recourse.

Travel and Subsistence Costs

Travel and subsistence costs for staff engaged in delivery of Services or Training where it is necessary to work away from CCSL's offices shall be recharged at cost unless otherwise agreed in writing.

Time spent travelling shall be considered to be time worked on the delivery of services.