Q1tum Limited - Booking Terms and Conditions

1. Supply of the Service

1.1 Q1tum Limited whose registered office is at Sir Reresby Suite, The Stables, Renishaw Hall and Gardens, Renishaw, Sheffield, S21 3WB shall provide the service to the Client as identified in the attached Confirmation of order/proposal (the "Proposal") which will be subject to these conditions (the "Conditions") unless otherwise agreed. Any changes to the Proposal or these Conditions (which together form the "Contract") shall be in writing.

1.2 The client to whom a Proposal is addressed (the "Client") shall at its own expense supply Q1tum with all necessary documents, data, information, or other material relating to the Proposal to enable Q1tum to provide the service in accordance with the Contract.

1.3 When any director, employee, or associate of Q1tum (a "Q1tum Employee") is required to work at the Client's premises, the Client will provide the Q1tum Employee with office accommodation, internet access and minor secretarial services relevant to the Proposal without charge.

2. Charges

2.1 In addition to the fee set out in the Proposal the Client shall (unless otherwise agreed) pay any additional sums:

2.1.1 which are required to provide the said service in accordance with the Contract as a result of the Client's instructions or lack of instructions, the inaccuracy of any material referred to in clause 1.2 or any other cause attributable to the Client;

2.1.2 which relate to any changes to the Proposal as agreed between Q1tum and the Client; and

2.1.3 for travelling, accommodation, subsistence, venue hire, equipment hire and other expenses necessarily incurred in connection with work required to deliver the Proposal.

2.2 When day rates are quoted, they are based on a working day of eight hours or part thereof. When weekly or monthly rates are quoted, they are based on a five-day week and any weeks or months which include a public holiday will be charged as full weeks or months. Fee rates may be increased on giving one calendar month's written notice to the Client unless otherwise agreed.

2.3 Unless otherwise agreed the Proposal remains valid for acceptance for one calendar month and Q1tum reserves the right to amend or withdraw the Proposal if the Client has not accepted the Proposal within this period.

2.4 Any sums payable under the Contract shall have added to them Value Added Tax at the applicable rate.

2.5 Q1tum shall be entitled to invoice the Client at the end of each month for work carried out in that month.

2.6 Any sums payable by the Client shall be paid without any set-off or other deduction within 30 days of the date of Q1tum's invoice.

2.7.1 If payment is not made in accordance with clause 2.6 Q1tum shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount both before and after any judgement at the rate of 3% above the base rate of the Yorkshire Bank from the due date until the outstanding amount is paid in full.

2.7.2 In addition, if payment is not made in accordance with clause 2.6 Q1tum reserves the right to withhold any certification, via external bodies or in house documents, until payment(s) are received.

2.8 If the Client cancels or postpones any event required by the Contract Q1tum reserves the right to charge cancellation fees as follows:

2.8.1 Cancellation 16 to 30 days before the event, 25% of the fee (and any expenses incurred) relating to that event;

2.8.2 Cancellation 8 to 15 days before the event, 50% of the fee (and any expenses incurred) relating to that event;

2.8.3 Cancellation 0 to 7 days before the event, 100% of the fee (and any expenses incurred) relating to that event.

2.8.4 Cancellation prior to this period by the customer or by Q1tum: Refunds will be given for any payments received. Prior to the cancellation, terms are specified in points 2.8 to 2.8.3.

2.9 Where programme fees have been calculated utilising any of the various funding initiatives facilitated via Q1tum, Q1tum reserves the right to charge an additional fee that equates to the amount of funding claimed should the client fail to complete any relevant funding documentation associated with the programme.

2.10 Deferrals: Any course deferral requests made during the cancellation period will be reviewed on an individual basis and accepted only in agreed exceptional circumstances. Full payment will also be required prior to the deferral being actioned.

3. Intellectual Property and Confidentiality

3.1.1 The Client warrants that any material provided by it to Q1tum, and its use by Q1tum, does not infringe the copyright or other rights of any third party, and the Client shall indemnify Q1tum against any loss, damages, costs, expenses, or other claims arising from any such infringement.

3.1.2 Where requested, any material provided by the Client which is designated as confidential shall be kept confidential by Q1tum, but the foregoing shall not apply to any material which is public knowledge at the time when it is provided and shall cease to apply if at any future time it becomes public knowledge through no fault of Q1tum.

3.2 Unless otherwise agreed the property and any copyright or other intellectual property rights in any documents, data, information, or other material provided by Q1tum shall belong to Q1tum subject only to the right of the Client to have a free and irrevocable licence to use material relating to the Proposal providing all sums due to Q1tum from the Client have been paid.

4. Warranties and Liability

4.1 Q1tum warrants to the Client that it will provide the service pursuant to the Contract with reasonable care and skill.

4.2 Q1tum shall have no liability to the Client for any loss, damage, costs, expenses, or other claims for compensation arising from any material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible or in the wrong form, or arising from its late arrival or non-arrival, or any other fault of the Client.

4.3 Except in respect of death or personal injury caused by Q1tum's negligence, or as expressly provided in the Contract, Q1tum shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition, or other term (express or implied), or any duty at common law for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims which arise out of or in connection with the Contract.

4.4 The entire liability of Q1tum under or in connection with the Contract shall not exceed the amount of any fees payable under the Contract except as expressly provided for in the Contract.

4.5 Q1tum shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay or failure to provide the service in accordance with the Contract if the delay or failure was due to any cause beyond Q1tum's reasonable control.

4.6 Q1tum accepts no responsibility for any reliance by any third parties on any information of whatever nature provided to the Client pursuant to this Contract.

4.7 When a Q1tum Employee acts as the Client's agent including, but not limited to, secondment or appointment as an interim manager or non-executive director, the Client hereby agrees to indemnify Q1tum against all claims and costs for which Q1tum may become liable by reason of the acts or omissions of the Q1tum Employee during such period.

5. Termination

5.1 Any Contract may (without limiting any other remedy) be terminated by either Q1tum or the Client by one calendar month's notice in writing provided that such notice shall not be given without full prior consultation between Q1tum and the Client concerning the reasons for such termination.

5.2 Either party may (without limiting any other remedy) at any time terminate any Contract by giving written notice to the other if the other commits any breach of the Contract and (if capable of remedy) fails to remedy the breach within one calendar month after being required in writing to do so.

5.3 If the Client goes into liquidation, or (in the case of an individual or firm becomes bankrupt) or enters into a voluntary arrangement with its creditors or has a receiver or administrator appointed Q1tum may terminate the Contract forthwith without any liability to Q1tum.

6. Restrictive Covenants

6.1 Q1tum undertakes not to seek to employ or engage any member of the Client's staff associated with this Contract either during the period of this Contract or for 12 months after the completion of this Contract unless agreed in writing by the Client.

6.2 The Client will not during the period of this Contract or for 12 months after its completion (unless agreed in writing by Q1tum) seek:

6.2.1 to employ any Q1tum Employee or Q1tum agent; or

6.2.2 engage (either directly or indirectly) the services of any Q1tum Employee other than through Q1tum.

6.3 If, at the Client's request, clause 6.2 is waived by Q1tum:

6.3.1 In the case of clause 6.2.1 a sum equivalent to 35% of the Q1tum Employee's first year's salary in the employment of the Client shall immediately be payable to Q1tum; or

6.3.2 In the case of clause 6.2.2 a sum equivalent to the profit which would have been generated by Q1tum had such services been provided by Q1tum shall immediately be payable to Q1tum.

7. General

7.1 The headings in these Conditions are for convenience only and shall not affect their interpretation.

7.2 Unless otherwise agreed English law shall apply to the Contract and the parties shall submit to the non-exclusive jurisdiction of the English courts.

7.3 The provisions of these Conditions shall survive the termination; however, it arises, of the Contract.

7.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable the remaining provisions shall continue to apply to the Contract.

7.5 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right. Further, no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.6 Q1tum delivers its courses on pre agreed dates but cannot be held responsible for unforeseen circumstances (including act of God) that may affect delivery. Q1tum will always communicate with all delegates where changes are required.

7.7 Q1tum reserves the right to use more than one trainer to deliver a course, where the use of one trainer is preferred but not always possible.

8. Exams

8.1 All NEBOSH exams taken in the UK must be booked and paid for 4 weeks before the date of the examination.

8.2 After registration exam fees are non-refundable.

8.3 It is mandatory that all NEBOSH delegates are required to attend a closing interview after completing the NEBOSH open-book examination (OBE). This will take place via a pre-booked Zoom or Teams time slot. Failure to attend the interview: Q1tum reserves the rights to charge £10 + VAT to rebook.

9. Disclaimer

9.1 Each party acknowledges it has read and understands these terms and conditions. By engaging in the services supplied by Q1tum constitutes the customer's complete agreement with the terms and conditions.

9.2 By attending the course, we assume you have read, understood and accept these terms and conditions in full. Do not continue to attend the course if you do not accept all of the terms and conditions stated above.