



Mace Training - Booking Terms and Conditions

1. Business Customer and Consumer Customer Rights

1.1 Business Customers have different rights to Consumer Customers. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

1.2 Where, in this Agreement, the term "Customer" is used, it is intended for the purpose of both Business Customers and Consumer Customers.

1.3 Consumer Customers' attention should be drawn to clause 13 and Business Customers' attention should be drawn to clause 14 in this Agreement with respect to Mace's limitation of liability.

2. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

2.1 Definitions:

Account Holding Customer: a Customer that has completed a new customer form, and has been set up on Mace's customer database following the agreement of payment terms and credit checks undertaken by Mace.

Agreement: this refers to the entire document, including the Front Sheet, the Sage Quote Form set out in Schedule 1, the Training Candidate Form in Schedule 2, the Joining Instructions in Schedule 3, the Training Disclaimer in Schedule 4, and the Mace Training Terms set out in Schedule 5.

Business Customer: for the purposes of this Agreement, a business is considered to be all other Customers who are not considered a Consumer.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the hours between 9:00am and 5:30pm on any Business Day.

Commencement Date: is the date as set out next to the wording 'Booking Confirmation Date' on the Sage Quote Form in Schedule 1 of this Agreement.

Conditions: these terms and conditions as amended from time to time in accordance with clause 21.

Consumer Customer: an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

Contract: the contract between Mace and the Customer for the supply of Training Services in accordance with this Agreement.

Customer: the Consumer Customer or the Business Customer who's details are set out in the Front Sheet.

Customer Candidate Form: the form filled in and completed by the Customer providing details of each of their candidates attending the Training Services, as set out in Schedule 3 of this Agreement.

Documents: includes all catalogues, brochures, leaflets, handbooks, training guides, charts, plans, drawings, calculations, models, records and other documents (including information technology material and computer assisted design material) prepared by or on behalf of Mace in relation to the Training Services and all revisions and additions whether in existence or still to be made.

Front Sheet: the front page of this Agreement.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Joining Instructions: the instructions for the Customer's Candidates ahead of attending the Training Services as set out in Schedule 1.

Mace: Mace Industries Limited as set out in Front Sheet.

Mace's Specification: the description of the Training Services to be provided by Mace to the Customer as described in the Joining Instructions as set out in Schedule 1.

Non-Account Holding Customer: A Customer who is not an Account Holding Customer.

Order: the Customer's order for Training Services as set out in the Sage Quote Form in Schedule 2 of this Agreement.

Party: either the Customer or Mace, and the expression Parties shall (as the case may be) mean both or any of them.

Sage Quotation Form: the booking form used by Mace as set out in Schedule 2 of this Agreement.

Training Disclaimer: the disclaimer issued to the Customer by Mace as set out in Schedule 4 of this Agreement.

Training Services: the services as set out in Schedule 1 of this Agreement.

Training Services Date: the date on which the Training Services are to take place as set out on the Front Sheet.

Training Services Fee: the fee payable by the Customer for the Training Services provided by Mace as set out in the Front Sheet.

2.2 Interpretation:

(a) A reference to legislation or a legislative provision: (i) is a reference to it as amended, extended or re-enacted from time to time; and (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

(b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to writing or written includes email but not fax.

3. Basis of Contract

3.1 The Order constitutes an offer by the Customer to purchase Training Services in accordance with these Conditions.

3.2 The Order shall only be deemed to be accepted when Mace issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

3.3 Any samples, drawings, descriptive matter or advertising issued by Mace, and any descriptions or illustrations contained in the Documents are issued or published for the sole purpose of giving an approximate idea of the Training Services described in them. They shall not form part of the Contract or have any contractual force.

3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.5 Any quotation given by Mace shall not constitute an offer, and is only valid for a period of 7 days from its date of issue.

4. Supply of Training Services

4.1 Mace shall supply the Training Services to the Customer in accordance with Maces' Specification in all material respects.

4.2 Mace shall use all reasonable endeavours to meet any performance dates specified in the Joining Instructions, but any such dates shall be estimates only and time shall not be of the essence for performance of the Training Services.

4.3 Mace reserves the right to amend the Maces' Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training Services, and Mace shall notify the Customer in any such event.

4.4 Mace warrants to the Customer that the Training Services will be provided using reasonable care and skill.

5. Consumer Customer Only - Cooling-off Period (Online Purchase Only)

5.1 For any Training Services purchased online by a Consumer Customer, the Consumer Customer has 14 days after the date Mace confirmed the Order to change your mind about a purchase for the Training Services, but the Consumer Customer loses the right to cancel any Order if the Training Services have already been provided (upon provision of any Training Services by Mace, the Consumer Customer must pay for those Training Services received).

6. Customer's Obligations

6.1 The Customer shall:

(a) ensure that the terms of the Agreement and any information it provides in the Maces' Specification are complete and accurate;

(b) procure that the Customer and any Customer Candidate co-operates with Mace in all matters relating to the Training Services;

(c) ensure the attendance of the Customer's Candidates in respect of the Training Services;

(d) provide the Customer's Candidates with such information and materials as Mace may reasonably require the Customer's Candidates to have in order to undertake the Training Services, and ensure that such information is complete and accurate in all material respects;

(e) obtain and maintain all necessary licences, permissions and consents which may be required for the Training Services before the Training Services Date;

(f) comply with any additional obligations as set out in the Maces' Specification;

(g) undertake to provide and/or comply with all reasonable requirements as required by Mace and set out in this Agreement or otherwise in relation to the Training Services;

(h) provide all necessary and reasonable information Mace would be reasonably required to know in respect of the Customer's Candidates special requirements as set out in the Customer Candidate Form ahead of the attending the Training Services supplied by Mace; and

(i) any reasonable obligations that may be notified in writing by Mace to the Customer or the Customer's Candidate prior the supply of the Training Services.

6.2 If Mace's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or the Customer's Candidates or failure by the Customer to perform any relevant obligation (Customer Default):

(a) without limiting or affecting any other right or remedy available to it, Mace shall have the right to suspend performance of the Training Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Mace's performance of any of its obligations;

(b) Mace shall not be liable for any costs or losses sustained or incurred by the Customer or the Customer's Candidates arising directly or indirectly from Mace's failure or delay to perform any of its obligations as set out in this clause 6.2; and

(c) the Customer shall reimburse Mace on written demand for any costs or losses sustained or incurred by Mace arising directly or indirectly from the Customer Default.

7. Payment

7.1 The Customer shall pay Mace the amount set out in the Sage Quotation Form for the Training Services supplied by Mace in accordance with the Payment Terms.

7.2 All payments made under this Agreement, unless expressed to the contrary, shall be exclusive of any Value Added Tax chargeable thereon.

7.3 Mace shall invoice the Customer before the Training Date and the Customer shall pay to Mace.

7.4 An Account Holding Customer shall pay each invoice submitted by Mace:

(a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by Mace and confirmed in writing to the Customer; and

(b) in full and in cleared funds to a bank account nominated in writing by Mace, and time for payment shall be of the essence of the Contract.

7.5 A Non Account Holding Customer shall pay each invoice submitted by Mace:

(a) 20 Business days before the Training Date; and

(b) in full and in cleared funds to a bank account nominated in writing by Mace,

and time for payment shall be of the essence of the Contract.

7.6 If the Customer fails to make a payment due to Mace under the Contract by the due date, then, without limiting Mace's remedies under clause 15, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Non-Competition and Non-Solicitation/Dealing

8.1 The Customer and the Customer's Candidates warrant that they shall not, during the course of provision of the Training Services or for a period of 12 months following the termination or expiry of this Agreement, provide like services to any competitor of Mace within a 10 mile radius of the location for the Training Services.

8.2 The Customer and Customer's Candidates warrant that they shall not, during the course of provision of the Services or for a period of 12 months following the termination or expiry of this Agreement, canvass, solicit or otherwise seek the custom of any of Mace's clients (Restricted Customer), including attempting to induce or attempt to induce them to cease conducting business with, or to reduce the amount of business conducted with Mace or do any other thing which is reasonably likely to have such effect.

8.3 The Customer and Customer's Candidates warrant that they shall not, during the course of provision of the Training Services or for a period of 12 months following the termination or expiry of this Agreement, offer to employ or engage or otherwise entice or attempt to entice away from Mace any employee or employees with which the Customer and Customer's Candidates have had dealings during the 6 months prior to the date of termination or expiry of this Agreement (Restricted Person).

8.4 The Customer and Customer's Candidates both warrant that they will not, for a period of 12 months following the termination or expiry of this Agreement employ or engage, or otherwise facilitate the employment or engagement by any person, of any Restricted Person whether or not they would be in breach of contract as a result of such employment or engagement.

9. Confidentiality

9.1 Each Party undertakes that, except as provided by clause 9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for 2 years after its termination:

- (a) keep confidential all Confidential Information;
- (b) not disclose any Confidential Information to any other party;
- (c) not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
- (d) not make any copies of, record in any way or part with possession of any Confidential Information; and
- (e) ensure that none of its directors, officers, employees, representatives, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of clauses 9.1 (a) to 9.1 (e) above.

9.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 The provisions of this clause 9 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

10. Intellectual Property Rights

10.1 The Customer and the Customer's Candidates acknowledge that all Intellectual Property Rights in or arising out of or in connection with the Training Services shall be owned by Mace.

10.2 The Customer may not use Mace's Intellectual Property or any Intellectual Property developed by the Customer arising out of or in connection with the Training Services for any purpose other than that contracted for in this agreement except with the prior written consent of Mace.

10.3 The Customer shall, indemnify Mace and keep the Mace indemnified against all losses (including loss of revenue and opportunity), damages, costs or expenses and other liabilities (including legal fees) which result from any breach of clauses 10.1 or 10.2 of this Agreement by the Customer (or the Customer's Candidates, employees or agents).

11. Data Protection

The parties shall comply with their data protection obligations as set out in Schedule 6.

12. Changes to Training Services

12.1 Mace retains the right to be able to change or amend the Training Services at any time and without prior notice to the Customer.

12.2 Mace reserves the right to cancel the Training Services at any time up to 4:30pm on the last Business Day prior to the Training Services Date due to inclement weather or circumstances beyond Mace's control.

13. Consumer Customer Only – Limitation of Liability

13.1 Mace is not responsible for any losses Consumer Customers suffer caused by Mace breaching this Agreement if the loss is:

(a) unexpected. Mace shall not be responsible for anything that happens which causes Mace to breach the contract if it was not obvious that it would happen, and/or the Consumer Customer omits to provide Mace with information that would be reasonably required by Mace to circumvent this breach, which therefore meant the loss was unforeseeable.

(b) caused by a delaying event outside our control. As long as Mace has taken reasonable steps to notify the Consumer Customer of any delays to the provision of Training Services by Mace that are outside of Mace's control, Mace shall not be responsible for any compensation to the Consumer Customer.

(c) Avoidable. If the loss is avoidable or could have been avoided by the Consumer Customer taking reasonable action to mitigate any losses.

13.2 Mace's liability for any loss a Consumer Customer suffers in connection with the Consumer Customer's trade, business, craft or profession is limited, as described in clause 14 of this Agreement.

14. Business Customer Only - Limitation of Liability

14.1 Mace has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £2,000,000.00 per claim. The limits and exclusions in this clause reflect the insurance cover Mace has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

14.2 References to liability in this clause 14 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

14.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

14.4 Nothing in this clause 14 shall limit the Customer's payment obligations under the Contract.

14.5 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.6 Subject to clause 10.3 (No limitation in respect of deliberate default), and clause 14.5 (Liabilities which cannot legally be limited), Mace's total liability to the Customer:

- (a) for loss arising from Mace's failure to comply with its data processing obligations under clause 10.2; and
- (b) for all other loss or damage

shall not exceed the Training Services Fee paid by the Customer to Mace for the Training Services.

14.7 The caps on Mace's liabilities shall be reduced by:

- (a) payment of an uncapped liability; and
- (b) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

14.8 Subject to clause 14.3 (No limitation in respect of deliberate default), clause 14.4 (No limitation of customer's payment obligations) and clause 14.5 (Liabilities which cannot legally be limited), this clause 14.8 sets out the types of loss that are wholly excluded:

- (a) loss of profits.
- (b) loss of sales or business.
- (c) loss of agreements or contracts.
- (d) loss of anticipated savings.
- (e) loss of use or corruption of software, data or information.
- (f) loss of, or damage to, goodwill; and
- (g) indirect or consequential loss.

14.9 Mace has given commitments as to compliance of the Training Services with relevant Maces' Specifications in clause 4. In view of these commitments, the terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

14.10 Unless the Customer notifies Mace that it intends to make a claim in respect of an event within the notice period, Mace shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or

ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

14.11 This clause 14 shall survive termination of the Contract.

15. Termination

15.1 Without affecting any other right or remedy available to it, Mace may terminate the Contract by giving the Customer seven (7) days' written notice.

15.2 Without affecting any other right or remedy available to it, the Customer may terminate the Contract by giving Mace thirty (30) days' written notice.

15.3 Without prejudice to the generality of this provision, this Agreement shall be terminable with immediate effect notwithstanding any other rights or remedies the Parties may have, in the following circumstances:

(a) the Customer commits a material breach of any term of the Contract, or fails to comply with the terms and obligations of this Agreement and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of written notice of such failure from the other Party;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(c) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

15.4 Without affecting any other right or remedy available to it, Mace may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

15.5 Without affecting any other right or remedy available to it, Mace may suspend the supply of Training Services under the Contract or any other contract between the Customer and Mace if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment;

(b) the Customer becomes subject to any of the events listed in clause 15.3(c) or clause 15.3(d), or Mace reasonably believes that the Customer is about to become subject to any of them; and

(c) Mace reasonably believes that the Customer is about to become subject to any of the events listed in clause 15.3(b).

16. Consequences of Termination

16.1 Subject to clause 16.2, if the Customer terminates the Contract, the following cancellation charges (as a result of reasonable costs incurred by Mace in preparation and allotting time and resources to provide the Training Services) shall apply:

(a) subject to the terms of this Agreement, shall not be required to pay a termination charge to Mace if the Customer provides thirty (30) days' notice in writing or more ahead of the Training Services Date;

(b) if termination by the Customer is within twenty-nine (29) days of the date of the Training Services Date, the Customer shall pay to Mace (twenty percent) 20% of the Training Services Fee; or

(c) if termination by the Customer is within twenty-one (21) days of the Training Services Date, the Customer shall pay to Mace (one-hundred percent) 100% of the Training Services Fee.

16.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

16.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

17. Transfers

17.1 The Customer shall not assign or transfer, any of its rights and obligations under the Contract without the prior written consent of Mace, if no agreement is provided by Mace, the Customer shall be subject to the terms as set out in clause 16.

17.2 Subject only to Mace's agreement, a Customer may transfer the Training Services to a different Training Services Date by providing notice to Mace.

17.3 If the Customer changes its Training Services Date per clause 17.2 of this Agreement, the Customer may be charged an administration fee as set out below:

(a) The Customer shall not be charged for transfers made twenty-one (21) days or more before the Training Services Date;

(a) the Customer may be required to pay fifty percent (50%) of the Training Services Fee if the Training Services are transferred between five (5) and twenty (20) days of the Training Services Date; and

(b) the Customer may be required to pay one hundred percent (100%) of the Training Services Fee if the Training Services are transferred within four (4) days of the Training Services Date.

17.4 The Customer may substitute any of the Customer's Candidates at no further charge if they provide more than five (5) days' notice of the change to Mace before the Training Services Date.

17.5 Any notice provided to Mace with less than the time stipulated in clause 17.4 shall require written consent from Mace and may be subject to an administration charge, incurred by Mace, which shall be not more than 10% of the Training Services Fee.

18. Force Majeure

18.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

19. Assignment and Other Dealings

19.1 Mace may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

19.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Mace.

20. Business Customer Only - Entire Agreement

20.1 The Contract constitutes the entire agreement between a Business Customer and Mace and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Both the Business Customer and Mace acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. The Business Customer and Mace agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

20.3 Nothing in this clause shall limit or exclude any liability for fraud.

21. Variation

21.1 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. Waiver

22.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23. Severance

23.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 23 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. Notices

24.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next working day delivery service to that Party's nominated address or email (as set out at the front of this Agreement) (or to such other address as that Party may from time to time notify to the other in accordance with this Agreement).

24.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, the second Business Day after posting;
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when Business Hours resume.

24.3 This clause 24 does not apply to the service of any proceedings or other documents in any legal action.

25. Third Party Rights

25.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

26. Governing Law

26.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

27. Jurisdiction

27.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.