

Terms and Conditions of Contract

Definitions

'Company'	means Line Business Services Limited and any parent or associated Company.
'Client'	means the Party with whom the Company contracts.
Service	means the provision of consultancy, manpower substitution, training, auditing and any other services which are the subject of the contract.
'Confidential Information'	means all information which is marked or notified to the Receiving Party as being confidential, together with any other information which in the normal course of business would be considered to be of a confidential nature.
'Data Controller'/'Data Processor'/'processing' and 'data subject'	shall have the meanings defined in Article 4 of the General Data Protection Regulation (GDPR). For the purposes of the contract the Client shall be the Data Controller and the Company shall be the Data Processor.
'Receiving Party'	means the party receiving Confidential Information.
'Disclosing Party'	means the party disclosing Confidential Information.
'Permitted Representatives'	means directors, employees, subcontractors, Sub-Processors and professional advisers of the Receiving Party.
'Results'	means the results of work undertaken by or on behalf of the Company for the purpose of the Service, including any training programmes, reports, designs, drawings, computer programs, patents, specifications, inventions, or other material generated or delivered in the course of such work.

Retention of Title to Goods

Title to goods ascertained and supplied under the contract will not be transferred until full payment for the goods and materials has been received. Until the goods and materials are paid for the Company reserves the right of recovery or resale.

Service Personnel

Whilst every effort will be made to retain continuity of personnel throughout delivery of the contract the Company reserves the right to substitute any nominated Service personnel with other suitably qualified persons in circumstances where the original personnel's unavailability is beyond the Company's reasonable control. In this event the Company will notify the Client as soon as possible and will endeavour to supply substitute personnel or rearrange delivery with the Client. The Client undertakes it will not solicit or contract or enter into any agreement directly with any Service Personnel with whom an introduction has been made by the Company for the provisioning of any Service similar in nature to a Service offered by the Company without the prior express written agreement of the Company and the Client will at all times comply with any reasonable terms of introduction the Company may apply in such circumstances.

Fees for Cancellation of Client tailored Training and Consultancy

(note separate cancellation fees apply to open course bookings – please refer to booking form)

The Company reserves the right to charge cancellation fees at the following rates for cancellation of Service by the Client.

Within 30 calendar days of confirmed delivery date	-	25% of contracted price
Within 15 calendar days of confirmed delivery date	-	50% of contracted price
Within 7 calendar days of confirmed delivery date	-	100% of contracted price

Chargeable materials

Any goods and materials specifically produced or purchased by the Company to fulfil the contract remain chargeable notwithstanding notice of cancellation of the Service by the Client unless a refund for these goods and materials is obtainable by the Company in which case an administration fee may be charged.

Payment Terms

References may be sought prior to establishing new accounts. Where credit facilities are offered by the Company and unless otherwise agreed in writing invoices will be submitted at the time of delivery of service or goods and will be payable within 30 days of invoice receipt. At its sole discretion the Company reserves the right to withdraw credit terms at any time. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under applicable late payment legislation if we are not paid according to agreed credit terms.

Confidentiality

The Receiving Party undertakes to keep and maintain all Confidential Information received from the Disclosing Party in the strictest confidence, and not to disclose such information to any third party without the prior written consent of the other. Each party shall ensure that its Permitted Representatives:

- shall only be given access to any Confidential Information received from the other party on a "need to know" basis for the purposes of the contract;
- shall prior to disclosure have been made aware of the Receiving Party's obligations of confidentiality as set out in this clause and agree to abide by them.

The Disclosing Party may request return or destruction (which it may require to be certified in writing) of any Confidential Information in the possession or control of the Receiving Party or its Permitted Representatives.

Without prejudice to the other rights of the Disclosing Party, in the event of an unauthorised disclosure or use of Confidential Information occurring through a disclosure made by the Receiving Party or its Permitted Representatives, the Receiving Party shall use all reasonable endeavours to assist the Disclosing Party in recovering and preventing the use, dissemination, sale or other disposal of such Confidential Information.

The Receiving Party's obligations of confidentiality as set out above shall not apply to Confidential Information that:

- was already in its lawful possession (with full right to disclose) before the Disclosing Party's disclosure to it;
- is or subsequently comes into the public domain other than by breach of these obligations of Confidentiality
- is replicated independently by or for it by someone without access to or knowledge of the Confidential Information
- is required to be disclosed by any applicable law, statute or regulation including disclosure required for compliance with the GDPR or the Freedom of Information Act 2000.

and the Parties hereby acknowledge that performance of a duty imposed by any such applicable law shall not constitute a breach of any obligation in respect of confidentiality which may be owed to the other Party.

These provisions shall apply during the course of the contract and for a period of five years after termination for whatever cause.

Disclaimer & Limitation of Liability

The Company warrants only that it will take reasonable care and skill in the provision of any Service to the Client. In no event will the Company be liable for any direct or indirect loss of business, revenue or profit, anticipated savings or wasted expenditure, interruption to business or loss of or corruption to data or any other pecuniary loss, or for any indirect or consequential loss or damage whatsoever.

If for any reason the Company should be found liable by a court of competent jurisdiction for loss or damage where such liability is capable of restriction under any applicable law the Company's total liability whether in contract, tort or otherwise will not exceed the value of the contracted Service to which the claim relates.

Force Majeure

The Company shall not be liable for any delay or failure to meet its obligations under the contract due to any cause outside its reasonable control including (without limitation), inclement weather, default or failure of a sub-contractor or supplier, Acts of God, war, terrorism, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal of licence, power failure, fire, or the lack of availability of materials.

If performance of the Service is substantially prevented for a continuous period of six months by virtue of any of the aforesaid events then either party may terminate the contract forthwith by written notice to the other.

Intellectual Property Rights

Subject to any pre-existing rights (which include without limitation copyright in training and/or instructional materials developed by the Company, third party rights, and any confidential and/or commercial data or trade secrets belonging to the Client) copyright and all other intellectual and proprietary rights in the Results shall vest in and be the property of the Company unless otherwise assigned in writing. The Client shall do all things reasonably necessary at the Company's request and expense to perfect such vesting, both during and after the continuance of the contract. Where the Company has vested such rights in the Results it grants the Client rights of usage in the Results only for internal use and not for resale.

Data Protection

These provisions shall apply to the processing of Personal Data, carried out for the Data Controller by the Data Processor and to all Personal Data held by the Data Processor in relation to all such processing.

The Data Processor shall only process the Personal Data received from the Data Controller:

- for the purposes of the Service and not for any other purpose; and
- to the extent and in such a manner as is necessary for those purposes;

All instructions given by the Data Controller to the Data Processor shall always be in compliance with the GDPR and other applicable laws. The Data Processor shall act only on the written instructions of the Data Controller unless the Data Processor is required by law to do otherwise (as per Article 29 of the GDPR).

The Data Processor shall promptly comply with any request from the Data Controller requiring the Data Processor to amend, transfer, delete, or otherwise dispose of the Personal Data.

The Data Processor shall transfer all Personal Data to the Data Controller on the Data Controller's request in the formats, at the times, and in compliance with the Data Controller's written instructions where reasonable.

Both Parties shall comply with the GDPR and other applicable laws and shall not perform their obligations under the contract between themselves in such way as to cause either Party to breach any of its applicable obligations under the GDPR.

The Data Controller hereby warrants, represents, and undertakes that the Personal Data shall comply with the GDPR in all respects including, but not limited to, its collection, holding, and processing.

The Data Processor agrees to comply with any reasonable measures required by the Data Controller to ensure that its obligations under the contract are satisfactorily performed in accordance with all applicable legislation from time to time in force (including but not limited to the GDPR) and any best practice guidance issued by the ICO.

The Data Processor shall provide all reasonable assistance (at the Data Controller's cost where applicable) to the Data Controller in complying with its obligations under the GDPR with respect to exercising data subject's rights, the security of processing, the notification of personal data breaches, the conduct of data protection impact assessments (where applicable), and in dealings with the ICO.

The Data Processor shall only engage Sub-Processors with the Data Controller's prior specific or general written authorisation. Where a Sub-Processor is so engaged the Data Processor shall enter into a sub-processing agreement with the Sub-Processor which shall impose upon the Sub-Processor the same obligations as are imposed upon the Data Processor by the contract and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and ensure that the Sub-Processor complies fully with its obligations under the sub-processing agreement and the GDPR.

When processing Personal Data on behalf of the Data Controller, the Data Processor shall:

- i) process the Personal Data only to the extent, and in such manner, as is necessary to comply with its obligations to the Data Controller or as may be required by law (in which case, the Data Processor shall inform the Data Controller of the legal requirement in question before processing the Personal Data for that purpose unless prohibited from doing so by law);
- ii) implement appropriate technical and organisational measures, and take all steps necessary to protect the Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure;
- iii) if so requested by the Data Controller (and within the timescales required by the Data Controller where reasonable) supply further details of the technical and organisational systems in place to safeguard the security of the Personal Data held and to prevent unauthorised access;
- iv) make available to the Data Controller all such information as is reasonably required and necessary to demonstrate the Data Processor's compliance with the GDPR; and
- v) inform the Data Controller immediately if it is asked to do anything that infringes the GDPR or any other applicable data protection legislation.

The Data Controller shall be liable for all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Data Processor and any Sub-Processor arising directly or in connection with:

- i) any non-compliance by the Data Controller with the GDPR or other applicable legislation;
- ii) any Personal Data processing carried out by the Data Processor or Sub-Processor in accordance with instructions given by the Data Controller that infringe the GDPR or other applicable legislation; or
- iii) any breach by the Data Controller of its obligations under this contract.

The Data Controller shall not be entitled to claim back from the Data Processor or Sub-Processor any sums paid in compensation by the Data Controller in respect of any damage to the extent that the Data Controller is liable to indemnify the Data Processor or Sub-Processor.

Nothing in the contract or these terms and conditions shall relieve either Party of, or otherwise affect, the liability of either Party to any data subject, or for any other breach of that Party's direct obligations under the GDPR. Furthermore, the Data Processor hereby acknowledges that it shall remain subject to the authority of the ICO and shall co-operate fully therewith, as required, and that failure to comply with its obligations as a data processor under the GDPR may render it subject to the fines, penalties, and compensation requirements set out in the GDPR.

At the end of the contract the Data Processor shall, at the written request of the Data Controller, delete (or otherwise dispose of) the Personal Data or return it to the Data Controller, in the format(s) and within the timeframes as may be reasonably requested by the Data Controller unless retention of such Personal Data is required by law.

All Personal Data to be deleted or disposed of by the Data Processor shall be deleted or disposed of using secure deletion techniques or shredding.

Supremacy

These Terms and Conditions of Contract may be supplemented by the Company's written provisions for Service but they shall prevail over any terms supplied by the Client and all future contracts between the Parties are subject to the overriding presumption that they will be governed by the Company's Terms. No variation to these Terms will be valid unless authorised by the Company in writing.

Other Terms

In the event that any one or more of the Company's Terms is held invalid or unenforceable in whole or in part by a court of competent jurisdiction, the validity of the remaining terms will not be affected.

Governing Law & Jurisdiction

Any contract between the Company and the Client shall be governed and construed in accordance with the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts provided that any judgement award or order of the English courts may be enforced in any jurisdiction.