

**NOVUS TRAINING ACADEMY**  
**a Division of**  
**NOVUS SEALING LIMITED**

**TERMS AND CONDITIONS**  
**FOR THE PROVISION OF TRAINING SERVICES**

**1. DEFINITIONS & INTERPRETATION**

1.1 In these terms and conditions the following words shall have the following meanings:

1.1.1 “Client” means the individual, firm or company requiring the services and named in the Specification;

1.1.2 “Client’s Equipment” means any equipment tools or facilities provided by the Client and used directly or indirectly in the supply of the Services including any equipment tools or facilities set out in the Specification;

1.1.3 “Company” shall mean Novus Training Academy a division of Novus Sealing Limited whose registered office is at Hunsworth Lane, Cleckheaton, BD19 4EJ, England;

1.1.4 “Company’s Equipment” means any equipment, tools or facilities, provided by the Company and used directly or indirectly in the supply of the Services including any equipment, tools or facilities set out in the Specification;

1.1.5 “Contract” means the contract between the Company and the Client for the provision of the Services by the Company which incorporates these terms and conditions;

1.1.6 “Delegates” means the persons who the Client wishes to attend the training sessions provided by the Company under the Contract;

1.1.7 “Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names electronic addresses, rights in get-up logos, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

1.1.8 “Services” means the training services to be provided by the Company under the Contract as set out in the Specification;

1.1.9 “Specification” means the specification document agreed by the Company and the Client in relation to the Services, incorporating these terms and conditions;

1.1.10 “Training Facilities” means any facilities to be provided by the Company or the Client for the purposes of the Services as set out in the Specification;

1.1.11 “Training Materials” means all documents, products and materials provided by the Company in relation to the Services in any form; and

1.2 Reference to the singular shall include the plural, the masculine shall include the feminine and vice versa.

**2. SUPPLY OF TRAINING**

2.1 These terms and conditions shall apply to and be incorporated into the Contract and prevail over any other terms or conditions contained, or referred to, in the Client’s purchase order.

**3. COMMENCEMENT AND DURATION**

3.1 Subject to Clauses 3.2 and 3.3, the Services supplied under the Contract shall be provided by the Company to the Client on the date(s) set out in the Specification or, if no dates are set out in the Specification, such date(s) as are agreed between the Company and the Client.

3.2 Not less than 5 working days prior to the time set out in the Specification for the commencement of the Services, either party may by notice in writing request that the date(s) for performance of the Services be rescheduled to a mutually convenient alternative date. The parties shall use their reasonable endeavour to agree a mutually convenient alternative date and, in the absence of such agreement within thirty (30) days of the date of the notice, the Company shall be entitled to either:

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3.2.1 nominate the alternative dates by giving notice in writing to the Client; or

3.2.2 in the case of a notice served by the Client, terminate the Contract immediately upon giving written notice to the Client and invoice the Client in respect of the charges payable by the Client for the Services.

3.3 In the event that the Client requests to reschedule the performance of the Services less than 5 working days before the time scheduled for their performance, the Company shall be entitled to invoice the Client in respect of the charges payable by the Client for the Services.

3.4 The Client may cancel the Contract up to 5 working days prior to the time set out in the Specification for the commencement of provision of the Services. In these circumstances the Client shall pay an administration charge to include all reasonable costs and disbursements incurred by the Company. If the Client cancels the Contract within 5 working days of the time set out in the Specification for the commencement of the provision of the Services, the Company shall be entitled to invoice the Client for the total amount of the charges set out in the Specification.

**4. COMPANY'S RIGHTS AND OBLIGATIONS**

4.1 The Company shall use reasonable endeavours to provide the Services to the Client, in accordance with the Specification. Time shall not be of the essence for performance of the Services.

4.2 The Company reserves the right to refuse to provide the Services where, in the opinion of the Company, performance of the Services would pose a risk to the health and safety of any person including, without limitation, as a result of any Training Facilities or Client's Equipment or any failure of the Client to comply with any of its obligations under the Contract.

4.3 The Company reserves the right to refuse to provide the Services to any Delegate at any time if in the opinion of the Company the Delegate is:

4.3.1 unfit or unsuitable for any reason to attend or complete the relevant training course; or

4.3.2 that the behaviour of the Delegate is in any way dangerous, offensive or would otherwise impede the performance of the Services.

**5. CLIENT'S OBLIGATIONS**

5.1 The Client shall:

5.1.1 co-operate with the Company in all matters relating to the Services;

5.1.2 where the Client is required to provide any Training Facilities:

(a) ensure that the Training Facilities will comply with all environmental requirements and conditions specified within the Specification or as otherwise notified by the Company to the Client;

(b) provide at the Training Facilities adequate heat, light, electricity supply, compressed air supply and any other utilities that the Company may require for the purposes of the Services;

(c) provide the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Training Facilities;

(d) be responsible (at its own cost) for preparing and maintaining the Training Facilities for the supply of the Services in accordance with the Company's instructions;

(e) inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at the Training Facilities;

5.1.3 provide to the Company, in a timely manner, such information as the Company may require for the performance of the Services and ensure that it is accurate;

5.1.4 ensure that all Client's Equipment is in good working order and suitable for the purposes for which it is required in relation to the Services.

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5.2 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

5.3 The Client shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:

5.3.1 the Client's breach or negligent performance or non-performance of the Contract; and

5.3.2 any claim made against the Company by a third party for death, personal injury or damage to property which is attributable to the acts or omissions of the Client, its employees, agents or subcontractors or any of the Delegates.

**6. CHARGES AND PAYMENT**

6.1 The total price for the Services shall be the amount set out in the Specification.

6.2 The Company will invoice the Client for the charges that are payable together with VAT, at any time following performance of the Services.

6.3 The Client shall pay any invoice submitted to it by the Company, in full and in cleared funds, within thirty (30) days of receipt to a bank account nominated in writing by the Company.

6.4 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Company on the due date, the Company shall have the right to charge interest both before and after judgment at the rate of 4% per annum above Lloyds TSB Bank plc base rate, from time to time, until payment is made in full.

6.5 The Company may, without prejudice to any other rights it may have, set off any liability of the Client to the Company against any liability of the Company to the Client.

**7. INTELLECTUAL PROPERTY RIGHTS AND THE COMPANY'S PROPERTY**

7.1 All Intellectual Property Rights and all other rights in the Training Materials shall be owned by the Company or its licensors.

7.2 The Client and the Delegates shall only use the Training Materials for the purposes of attending the relevant training course and shall not copy, lease, sub-license, loan, translate, merge, adapt, vary or modify the Training Materials.

7.3 All materials, equipment and tools, specifications and data supplied by the Company to the Client (including the Company's Equipment) shall, at all times, be and remain the exclusive property of the Company.

**8. CONFIDENTIALITY**

8.1 Both the Company and the Client shall keep confidential and shall not without the prior written consent of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations or other communications between them relating to the Contract.

**9. LIMITATION OF LIABILITY**

9.1 This Clause 9 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client in respect of:

9.1.1 any breach of the Contract;

9.1.2 any use made by the Client of the Services, the Training Materials or any part of them; and

9.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms whether express or implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

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9.3 Nothing in these conditions limits or excludes the liability of the Company:

9.3.1 for death or personal injury resulting from negligence; or

9.3.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company.

9.4 Subject to Clause 9.2 and 9.3

9.4.1 The Company shall not be liable for loss of profits, loss of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.4.2 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the total price paid by the Client for the Services or two hundred and fifty thousand pounds (£250,000.00) (whichever is the lower) save as otherwise expressly provided in these terms and conditions.

9.5 The Client hereby acknowledges that:

9.5.1 the Services are provided by the Company only for the purposes of raising awareness of the Delegates of the subject matter of the relevant training course;

9.5.2 the satisfactory completion of any relevant training course by any of the Delegates will be subject to the attendance of the Delegate throughout the full duration of the training course and, where applicable, satisfactory performance by the Delegate of any relevant tasks or activities forming part of the training course;

9.5.3 The Company gives no warranty, representation, guarantee or undertaking that, as a result of the Services, any of the Delegates will be competent or will possess the necessary technical knowledge or expertise to perform any task or activity or to operate any particular item of equipment or machinery.

**10. INSURANCE**

10.1 The Client shall obtain, pay for and maintain with a reputable insurer reasonably acceptable to the Company, for the benefit of the Company and the Client a policy of insurance in respect of:

10.1.1 Public Liability Insurance, including contractual liability, for a sum of ten million pounds (£10,000,000.00) in the aggregate in respect of any and all liability howsoever and whenever arising in respect of a claim;

10.1.2 Employer's Liability Insurance for a sum of not less than ten million pounds (£10,000,000.00) for any one claim for each employee;

10.1.3 Occupiers Liability Insurance, including contractual liability, for a sum of ten million pounds (£10,000,000.00) in the aggregate in respect of any and all liability howsoever and whenever arising in respect of a claim.

10.2 Each such policy of insurance shall cover any claim arising out of an event occurring during the term of the policy, regardless of whether the claim is made during or after the expiration of the term of the policy.

10.3 The Client shall:

10.3.1 produce to the Company on request a certificate of insurance for, or other evidence of, that insurance and evidence of the payment of the premium; and

10.3.2 do nothing to invalidate or prejudice the Company's entitlement under any such insurance policy.

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**11. TERMINATION**

11.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if that other:

11.1.1 fails to pay any sum payable by it under this Contract within thirty (30) days of the due date for payment;

11.1.2 commits a material breach of this Contract (other than one to which Clause 11.1.1 applies) and, if the breach is capable of remedy, fails to remedy it within thirty (30) days after receipt of a written notice specifying the breach and requiring it to be remedied;

11.1.3 goes into liquidation or administration, has a receiver appointed over any of its assets or makes a voluntary arrangement or composition with its creditors (in each case, within the meaning of the Insolvency Act 1986); or

11.2 On termination of the Contract for any reason:

11.2.1 The Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;

11.2.2 the Client shall return all of the Company's Equipment and Training Materials. If the Client fails to do so, then the Company may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and

11.2.3 termination of the Contract for any reason shall not affect the accrued rights of the parties.

11.3 On termination of the Contract for whatever reason, each of Clauses 5.3, 6, 7, 8, 9 and 10 shall survive and continue in full force and effect.

**12. FORCE MAJEURE**

The Company shall have no liability to the Client under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the

Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**13. VARIATION**

13.1 The Company may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

13.2 Subject to Clause 13.1, no variation of the Contract or these conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

**14. GENERAL CONDITIONS**

14.1 Any notice required or permitted to be given by either party to the other under these terms and conditions shall be given in writing and addressed to the other party at its registered office, principal place of business or at such other address that may be notified to the other party from time to time.

14.2 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver and any subsequent breach of the same or any other provision.

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- 14.4 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provisions in question shall not be affected.
- 14.5 A person who is not party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Contract.
- 14.6 The Contract shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English court