

Waterside Training Limited Standard Terms and Conditions of Business

1. Definitions

Associates: Any person, firm or company so appointed by Waterside to support and service the Client's requirements.

Client: Any person(s) firm, company or competent authority, or duly appointed representatives thereof entering into contract with Waterside.

Services: All labour, materials, equipment, supplies and Services to be provided whether individually or as combined Services by Waterside or by Waterside's Associates, agents or representatives.

Waterside: Waterside Training Limited, registered office at Technology Campus, Pocket Nook Street, St Helens, WA9 1TW, company registration number 03140204

2. General

All Services performed by Waterside or its Associates shall be carried out in accordance with the following terms and conditions which shall apply in all cases unless specifically excluded by a signed contract between Waterside and the Client.

3. Formation of Contract

No contract shall be formed until the issue by Waterside of a written acknowledgement of order and the contract shall be subject to the continued availability of the Services at the time.

4. Quality and Method of Working

All Services provided by Waterside will be executed by Waterside's own trained and specialist employees or by specially selected and appointed Associates of Waterside. Waterside undertakes to provide a professional Service to fulfil the Client's requirements as quickly and as efficiently as possible giving due cognisance to the Client's special circumstances and requirements.

5. Prices

(a) All quotations are subject to confirmation on receipt of a written order and the right is reserved to amend any accidental errors and omissions on quotations and / or Services.

(b) Where prices given on quotations are solely under the direct control of Waterside they will be held firm if an order is received within 30 days from the date of the quotation or price list unless stated to the contrary.

(c) All prices are subject to the addition of Value Added Tax at the appropriate rate.

6. Expenses

The Client will reimburse Waterside for all reasonable expenses of its personnel or Associates incurred in providing the Services to the Client at the site nominated by the Client other than Waterside's office. Such expenses shall include but not be limited to travelling subsistence and accommodation. Expenses will be paid by Waterside to its personnel and Associates in accordance with its published policy of expenses, a copy of which is available on request.

7. Specifications

Specifications, descriptions and illustrations of any of Waterside's Services are subject to alterations. They are not binding and are only intended to represent generally the type of Services offered.

8. Delivery

Delivery dates are given in good faith by Waterside to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the time stated. No liability for direct or consequential loss or damage arising from delay in delivery will be accepted by Waterside. No claims for shortage, damage or error will be considered unless notification and details of the alleged shortage, damage or error is received in writing by Waterside within 5 days of receipt of goods. Notification of non-delivery must be received by Waterside within 14 days of despatch.

9. Limitation of Liability

(a) In the event of any error or mistake occasioned by Waterside's personnel, or Waterside's Associates' personnel, Waterside's liability shall be limited only to the amount of Waterside charges relating to the Services or supplies which were subject to error or mistake. Waterside shall not be liable for any consequential or indirect damages or loss of whatsoever nature incurred by the Client as a result of erroneous Services or supplies.

(b) In no event will Waterside be liable to the Client for any consequential or special damages which may be suffered by the Client in connection with the supply and or performance of the Services. The Client shall hold Waterside fully indemnified against any loss, damage or injury howsoever to its personnel and property as well as the personnel and property of those under contract to the Client during the execution of these Services. Consequently the Client waives all rights of claim against Waterside in this respect and will undertake to arrange for the same waiver of claims against Waterside to be endorsed on all of the Client's Insurance Policies.

10. Health & Safety At Work

The Client shall give due consideration to the safety of Waterside's personnel and / or Associates. The Client shall ensure that, any environment in which Waterside's personnel and / or Associates are required to provide Services conforms to accepted standards and all applicable laws. The Client hereby undertakes for the purposes of Section (6) 8 of the Health and Safety at Work Act 1974 that he / she / it will take the necessary steps to ensure that Waterside personnel and / or Associates will remain safe and without risk while engaged in activities in connection herewith.

11. Insurance

The Client undertakes to provide all necessary insurance cover for all risks involved in connection herewith for Waterside's personnel and / or Associates. The Client shall hold Waterside fully indemnified in respect of all risks to which Waterside is exposed in following the requirements of the Client and in satisfying the terms and conditions contained herein.

12. Resources

The Client hereby expressly agrees that he / she / it will not:

(a) Whether as principle servant or agent directly or indirectly solicit interfere with deal with or endeavour to entice away from Waterside any person firm corporation or organisation who is a subcontractor or Associate of Waterside who is in the habit of supplying Waterside or endeavour to prevent any such person firm corporation or organisation from continuing so to supply.

(b) Whether as principle servant or agent directly or indirectly solicit interfere with or endeavour to entice away from Waterside any person who may be an employee of Waterside.

13. Engagement

The Client hereby expressly agrees that in the event of being in breach of Clause 13 (a) or (b) the Client agrees to pay to Waterside a resource brokerage fee. Such fee to equal twenty times the daily rate referred to in the last previous invoice submitted to the Client by Waterside. In the event that no invoices have been previously been submitted or no reference is made to a daily rate the daily rate to be used will be the then current daily charge out rate for Associates Services.

14. Terms of Payment and Invoicing

- (a) Any necessary supporting documents, as agreed prior to commencement of work shall be submitted by Waterside to the Client with itemised invoices. Waterside reserves the right to submit invoices at any time, subject to the following conditions and to submit invoices for any Services or elements of Services as it deems necessary and in Waterside's interest.
- (b) Invoices for supply and Services will be submitted at any time during the period of supply. Invoices may cover all or part of a month.
- (c) Payment of each invoice submitted by Waterside in accordance with the foregoing provisions shall be made by the Client within 30 days of the date of invoice.
- (d) If part of the invoice is in dispute, the Client shall pay the undisputed part and defer payment of the balance. The Client shall not be entitled to defer payment and interest on the amount outstanding shall run unless the Client shall have given Waterside prior written notice of its intention to deduct and shall have furnished Waterside with its reasons for non-payment and due evidence to establish its claim.
- (e) Failure to comply with the payment terms will render any guarantees provided void.
- (f) Waterside reserves the right to charge interest at the rate of 2% per month above Barclay's published base rate or part thereof on the amount outstanding until payment in full of monies due.
- (g) Approved trade and bankers references should accompany orders from Clients who desire to open a credit trading account.

15. Cancellation

If a Client wishes to cancel an order, written notice must be provided to Waterside. Charges will apply as set out in the separate Waterside Cancellation policy based on the length of notice given.

16. Confidentiality

All techniques, equipment, specification and other information relating to Waterside's business of which the Client shall obtain knowledge or information, except to the extent that they are within or fall into the public domain other than by breach of these conditions, shall remain both before and after the completion of the Services the absolute and exclusive property of Waterside. The Client shall keep this property confidential and shall ensure that all its representatives and employees abide by the terms of the provision as though it was binding on each of them.

17. Waiver

No payment accepted by Waterside and no neglect delay or indulgence on the part of Waterside in enforcing the terms herein shall operate as a waiver of Waterside's rights hereunder unless in each case Waterside expressly so agrees in writing.

18. Cross-Claims and Set-Offs

The Client hereby waives any and all existing and future claims and set-offs against any payments due hereunder and agrees to pay such sum regardless of any equity set-off or cross-claim on the part of the Client against Waterside.

19. Notice

Any demand notice or other communication requested to be given by either party hereunder shall be in writing and shall be sent by pre-paid recorded delivery. Any notice will be deemed duly received at the date and time of the courier's delivery acknowledgement. A notice required to be given under this agreement shall not be validly given if sent by email.

20. Conflicting Terms and Conditions

These terms and conditions together with Waterside's Order Summary will constitute the only terms of contract between Waterside and the Client irrespective of any prior correspondence or dealings and any conditions or terms on the Client's order form or otherwise stipulated by the Client and which are at variance herewith or in addition to these terms and conditions shall not be binding upon Waterside unless specifically accepted in writing by a duly authorised representative of Waterside.

21. Non-assignment

The Client shall not assign his / her order in whole or in part, nor assign any of his / her benefit, interest, right or obligation therein or thereunder, without the prior written consent of Waterside.

22. Governing Law

The contract between Waterside and the Client in respect of Services under these terms and conditions shall be governed by the laws of England and the parties agree to submit to the jurisdiction of the English Courts.

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