BROOKTECH DIGITAL LIMITED | CONSULTANCY AND TRAINING TERMS & CONDITIONS

DEFINITIONS

In these Conditions the following definitions apply:

"Applicable Law" means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;

"Bribery Laws" means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption;

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;

"Conditions" means the Supplier's terms and conditions of supply set out in this document;

"Confidential Information" means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

"Contract" means the agreement between the Supplier and the Client for the supply and purchase of Services incorporating these Conditions and the Proposal;

"Controller" shall have the meaning given to it in applicable Data Protection Laws from time to time;

"Client" means the named party in the Contract who has agreed to purchase the Services from the Supplier and whose details are set out in the Proposal;

"Data Protection Laws" means, as binding on either party or the Services:

(a) the GDPR;

(b) the Data Protection Act 2018;

(c) any laws which implement any such laws; and

(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

"Data Protection Supervisory Authority" means any regulator, authority or body responsible for administering Data Protection Laws;

"Data Subject" shall have the meaning given to it in applicable Data Protection Laws from time to time;

"Force Majeure" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Client's inability to pay or circumstances resulting in the Client's inability to pay;

"GDPR" means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

"Intellectual Property Rights" means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

(e) whether registered or not;

(f) including any applications to protect or register such rights;

(g) including all renewals and extensions of such rights or applications;

(h) whether vested, contingent or future;

(i) to which the relevant party is or may be entitled, and

(j) in whichever part of the world existing;

"International Organisation" shall have the meaning given to it in applicable Data Protection Laws from time to time;

"Modern Slavery Policy" means the Supplier's anti-slavery and human trafficking policy in force and notified to the Client from time to time

"Proposal" means a document or email issued by the Supplier to the Client which details the Services to be supplied by the Supplier to the Client and which constitutes the exclusive statement of the Supplier's offer to the Client to provide Services subject to these Conditions and/or Contract;

"Price" has the meaning set out in clause 3.1;

"processing" has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including "process", "processing", "processed", and "processes" shall be construed accordingly);

"Processor" shall have the meaning given to it in applicable Data Protection Laws from time to time;

"Protected Data" means Personal Data received from or on behalf of the Client in connection with the performance of the Supplier's obligations under the Contract;

"Services" means the consultancy, training and related services set out in the Proposal, including, where applicable, course delivery, candidate registration and examination administration, to be performed by the Supplier for the Client in accordance with the Contract;

"Supplier" means BrookTech Digital Limited ("BrookTech");

"Supplier Associate" means all employees, officers, staff, other workers, agents and consultants of the Supplier and any of their sub-contractors who are engaged in the performance of the Services from time to time; and

"VAT" means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

"Candidate" means a delegate nominated by the Client to attend Training Services or an associated examination;

"Consultancy Services" means the consultancy services specified in the Proposal;

"INCIT" means the International Centre for Industrialisation Transformation;

"Training Services" means the training programmes specified in the Proposal, including Certified SIRI Assessor (CSA), Certified AIMRI Assessor (CAA), Certified OPERI Assessor (COA), Certified CoSIRI Assessor (CCA) and SIRI Recertification courses;

1. INTERPRETATION

In these Conditions, unless the context requires otherwise:

1.1. a reference to the Contract includes these Conditions, the Proposal, and their respective schedules, appendices and annexes (if any);

1.2. a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

1.3. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.4. a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.5. words in the singular include the plural and vice versa;

1.6. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.7. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form and includes email and text messaging via a mobile phone; and

1.8. a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2. APPLICATION OF THESE CONDITIONS

2.1. These Conditions apply to and form part of the Contract between the Supplier and the Client. They supersede any previously issued terms and conditions of purchase or supply.

2.2. No terms or conditions endorsed on, delivered with, or contained in the Client's purchase conditions, order, confirmation of order, specification or any other document shall form part of the Contract except to the extent that the Managing Director of the Supplier otherwise agrees expressly in writing.

2.3. Acceptance of the Proposal is strictly conditioned on acceptance of these Conditions.

2.4. The Proposal, these Conditions and the Contract shall be deemed to be accepted on the earlier of (i) confirmation or acceptance (whether verbally or in writing, including but not limited to the receipt of a purchase order) issued by the Client; or (ii) by the Supplier providing the Services.

2.5. No variation of these Conditions, the Proposal or the Contract shall be binding unless expressly agreed in writing and executed by a director on behalf of each of the Supplier and the Client respectively.

2.6. Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

2.7. These Conditions apply to both Consultancy Services and Training Services. Clauses expressly relating to Training Services or Candidates apply only to Training Services and associated examinations; clauses expressly relating to Consultancy Services apply only to Consultancy Services. The Proposal shall identify the Services being purchased.

3. PRICE

3.1. The Price for the Services shall be as set out in the Proposal or where no such provision is set out, shall be as advised by the Supplier from time to time before the date the Services are commenced.

3.2. The Prices are exclusive of VAT (or equivalent sales tax).

3.3. The Client shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

3.4. The Supplier may increase the Prices with immediate effect by written notice to the Client where there is an increase in the direct cost to the Supplier of supplying the relevant Services and which is due to any factor beyond the control of the Supplier.

3.5. Fees for Training Services shall be as set out in the Proposal and include the applicable registration fees payable by BrookTech to INCIT and all course materials. Fees exclude travel, accommodation, examination resits and course re-registrations. All Prices and charges stated in these Conditions are exclusive of VAT, which shall be payable where applicable.

3.6. The examination resit fee following a failed examination is £950 plus VAT for SIRI, AIMRI and CoSIRI, and £600 plus VAT for OPERI. The £250 plus VAT short-notice examination rebooking charge under clause 16.7.4 applies to a booked examination that has not been sat. That rebooking charge is additional to the applicable examination or resit fee and does not replace the resit fee following a failed examination.

4. PAYMENT

4.1. The Supplier shall invoice the Client for the Services, partially or in full, at any time following acceptance of the Proposal.

4.2. The Client shall pay all invoices:

4.2.1. in full without deduction or set-off, in cleared funds within 30 days of the invoice being sent to the Client by the Supplier, except that payment for Training Services is due in accordance with clause 4.5; and

4.2.2. to the bank account nominated by the Supplier or, for Training Services, using a payment method specified in clause 4.5.

4.3. Payment of an invoice is not contingent on the Services being completed.

4.4. Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

4.4.1. the Supplier may, without limiting its other rights, charge interest on such sums at 5% a year above the base rate of the Bank of England from time to time in force; and

4.4.2. interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

4.5. Training Services may be paid for against invoice, by credit or debit card, or through Klarna Pay. All payments for Training Services must be received in full in cleared funds no later than four weeks (28 calendar days) before the course starts. A booking made within that period requires payment in full at the time of booking.

4.6. If full payment has not been received 28 calendar days before the course starts, BrookTech will not register Candidates and access to pre-learning materials will remain unavailable until full payment is received. Candidates shall not be permitted to sit examinations until full payment has been received. Late payment remains subject to clause 4.4.

5. SUPPLIER'S OBLIGATIONS

5.1. The Services shall be deemed performed on completion of the performance of the Services as specified in the Proposal

5.2. The Supplier may perform the Services over a number of days/weeks. Any delay or defect in supply shall not entitle the Client to cancel the Contract, subject, for Training Services, to clause 16.7.

5.3. Time of performance of the Services is not of the essence. The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are indicative only.

5.4. The Supplier shall not be liable for any delay in or failure of performance of the Services caused by:

5.4.1. the Client for any reason including but not limited to;

5.4.1.1. the Client's failure to engage with the Supplier and/or of the Supplier's Associate, for example whereby the Supplier and/or the Supplier's Associate attend the Client's premises and are unable to commence providing the Services;

5.4.1.2. the Client's failure to ensure that an appropriate amount of their time is allocated to the project in order to allow the Supplier and/or the Supplier's Associate to provide the Services;

5.4.1.3. the Client's failure to provide the Supplier and/or the Supplier's Associate with adequate instructions or information for performance or otherwise relating to the Services; and

5.4.1.4. Force Majeure.

5.5. BrookTech shall provide all materials required for Training Services. INCIT is the external examination and certification body for the Certified SIRI Assessor (CSA),

Certified AIMRI Assessor (CAA), Certified OPERI Assessor (COA), Certified CoSIRI Assessor (CCA) and SIRI Recertification programmes.

5.6. If a training cohort has fewer than four Candidates, BrookTech may reschedule it. BrookTech shall give at least two weeks' advance notice and offer alternative training dates. The Client cancellation and transfer charges in clauses 16.7.3 and 16.7.4 do not apply to a rescheduling initiated by BrookTech under this clause.

6. CLIENT OBLIGATIONS

6.1. The Client agrees to adhere to the Proposal and any timeframes and locations detailed within.

6.2. For Consultancy Services only, if delivery is delayed by the Client for any reason within 48 hours of a booked consultancy day, the Client agrees to pay for a day of lost delivery of the Services at a rate of £950 plus VAT (or the Supplier's day rate plus VAT detailed within the Proposal, whichever is more). This charge is in addition to the Price detailed within the Proposal or Contract. Training cancellations, transfers and non-attendance are governed by clauses 6.7 and 16.7 instead.

6.3. The Client agrees that it will not engage the Supplier's Associate independently of the Supplier and will not contract with the Supplier's Associate independently of the Supplier within 1 year of the date of the last invoice from the Supplier, unless the prior written authorisation from the managing director of the Supplier is provided.

6.4. The Client will not make any payments directly to the Supplier's Associate.

6.5. The Client will use best endeavours to engage with the Supplier and the Supplier's Associates at all times to ensure performance of the Contract.

6.6. The Client shall ensure that each Candidate meets the eligibility criteria for the Certified Assessor programme being delivered. Eligibility shall be determined by the training centre and INCIT, guided by the Candidate's experience in manufacturing or academia.

6.7. Full attendance on every day of training is mandatory. Candidates must complete the entire course without exception. Non-attendance at any part of a training cohort will be treated as a fail and no refund will be payable. BrookTech may consider exceptional circumstances on a case-by-case basis; any arrangements made in such circumstances shall not remove the requirement to complete the entire course.

6.8. Candidates must complete their examinations within three calendar months starting from the completion date of their initial training. A maximum of three examination attempts is permitted in any given 12-month period. Transfers or rebookings do not automatically extend the examination deadline or increase the permitted number of attempts.

7. WARRANTY

7.1. The Client warrants that it has provided the Supplier with all relevant, full and accurate information as to the Client's business and needs.

7.2. Without affecting the Training Services refund and rescheduling provisions in clauses 5.6 and 16.7, as the Client's sole and exclusive remedy for Services that do not comply with the Proposal, the Supplier shall, at its option and discretion, remedy, re-perform or refund those Services, provided that:

7.2.1. the Client serves a written notice on the Supplier not later than 5 Business Days from completion of the works detailed in the Proposal;

7.2.2. such notice specifies that some or all of the Services do not comply with the Proposal and identifies in sufficient detail the nature and extent of the defects; and

7.2.3. the Client gives the Supplier a reasonable opportunity to examine the claim of the defective Services.

7.3. If notice is not received within the time specified at clause 7.2.1 the Client will be deemed to have accepted that the supply of the Services by the Supplier or the Supplier's Associates has been provided in accordance with the Proposal and to the Client's satisfaction.

7.4. The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.

7.5. The Supplier gives no warranties and makes no representations in relation to the Services.

7.6. To the extent permitted by law, the Supplier shall have no liability for its failure to comply with any warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982). All such warranties and conditions, whether express or implied by statute, common law or otherwise, are excluded to the extent permitted by law.

8. ANTI-BRIBERY

8.1. For the purposes of this clause 8 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

8.2. Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:

8.2.1. all of that party's personnel;

8.2.2. all others associated with that party; and

8.2.3. all of that party's sub-contractors involved in performing the Contract so comply.

8.3. Without limitation to clause 8.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

8.4. The Client shall immediately notify the Supplier as soon as it becomes aware of a breach by the Client of any of the requirements in this clause 8.

9. ANTI-SLAVERY

9.1. The Supplier shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.

9.2. The Client undertakes, warrants and represents that:

9.2.1. it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and

9.2.2. it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to the Supplier on request at any time throughout the Contract.

9.3. The Client shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Client's obligations under clause 9.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.

10. INDEMNITY AND INSURANCE

10.1. The Client shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Client's breach of any of the Client's obligations under the Contract.

10.2. The Client shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Conditions. On request, the Client shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable.

11. LIMITATION OF LIABILITY

11.1. The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and

whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.

11.2. Subject to clause 11.6 and whereby the Supplier is found to be liable to the Client, in circumstances whereby funding was obtained by the Supplier to assist the Client with payment of the Price, the Supplier's total liability shall not exceed the net sum paid by the Client i.e. the Supplier's liability to the Client will be exclusive of the funding obtained.

11.3. Subject to clause 11.6 and whereby the Supplier is found to be liable to the Client, in circumstances whereby the Client does not obtain funding to assist it with the payment of the Price, the Supplier's total liability shall not exceed the Price paid by the Client.

11.4. Subject to clause 11.6, the Supplier shall not be liable for consequential, indirect or special losses.

11.5. Subject to clause 11.6, the Supplier shall not be liable for any of the following (whether direct or indirect):

11.5.1. loss of profit;

11.5.2. loss or corruption of data;

11.5.3. loss of use;

11.5.4. loss of production;

11.5.5. loss of contract;

11.5.6. loss of opportunity;

11.5.7. loss of savings, discount or rebate (whether actual or anticipated); and

11.5.8. harm to reputation or loss of goodwill.

11.6. Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

11.6.1. death or personal injury caused by negligence;

11.6.2. fraud or fraudulent misrepresentation; and

11.6.3. any other losses which cannot be excluded or limited by Applicable Law.

12. INTELLECTUAL PROPERTY

12.1. The Client acknowledges that all and any materials including training material, equipment, tools, drawings, specifications, software and data supplied by the Supplier and/or the Supplier's Associate to the Client ("Supplier Materials") and all Intellectual

Property Rights in the Supplier Materials are and shall remain the exclusive property of the Supplier, except that materials and Intellectual Property Rights belonging to INCIT remain the property of INCIT. The Client shall keep the Supplier Materials in safe custody at its own risk, maintain them in good condition until returned to the Supplier, and not dispose or use the same other than in accordance with the Supplier's written instructions or authorisation, subject to clause 12.2.

12.2. All course materials are provided for participation in the relevant Training Services. Intellectual Property Rights in training materials remain with BrookTech and/or INCIT, as applicable. The Client shall ensure that Candidates do not record training sessions or examinations. Recordings are not permitted.

13. CONFIDENTIALITY AND ANNOUNCEMENTS

13.1. The Client shall keep confidential all Confidential Information of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

13.1.1. any information which was in the public domain at the date of the Contract;

13.1.2. any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

13.1.3. any information which is independently developed by the Client without using information supplied by the Supplier; and

13.1.4. any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract except that the provisions of clauses 13.1.1 to 13.1.3 shall not apply to information to which clause 13.3 relates.

13.2. This clause shall remain in force in perpetuity.

13.3. To the extent any Confidential Information is Protected Data (as defined in clause 14) such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any of the provisions of clause 14.1.

14. PROCESSING OF PERSONAL DATA

14.1. The parties agree that the Client is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Client shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Client shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws. Nothing in the Contract relieves the Client of any responsibilities or liabilities under any Data Protection Laws.

14.2. The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

14.3. The Client shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Client of its obligations under this clause 14.

14.4. The Supplier shall:

14.4.1. only process (and shall ensure the Supplier's Associates only process) the Protected Data in accordance with the Contract (including when making any transfer to which clause 14.6 relates), except to the extent:

14.4.1.1. that alternative processing instructions are agreed between the parties in writing; or

14.4.1.2. otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

14.4.2. without prejudice to clause 14.1, if the Supplier believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall promptly inform the Client and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

14.5. The Supplier shall (at the Client's cost):

14.5.1. assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Supplier; and

14.5.2. taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

14.6. The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Client.

14.7. The Supplier shall at the Client's cost and expense refer to the Client all requests it receives for exercising any Data Subjects' rights under Chapter III of the GDPR which

relate to any Protected Data. It shall be the Client's responsibility to reply to all such requests as required by applicable law.

14.8. The Supplier shall, in accordance with Data Protection Laws, make available to the Client such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 14 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose (subject to a maximum of 1 audit request in any 12 month period under this clause 14.8).

14.9. On the end of the provision of the Services relating to the processing of Protected Data, at the Client's cost and the Client's option, the Supplier shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 14 shall survive termination or expiry of the Contract.

15. FORCE MAJEURE

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 30 days, either party may terminate the Contract by written notice to the other party.

16. TERMINATION

16.1. For Consultancy Services, the Supplier may terminate the Contract or any other contract which it has with the Client at any time for any reason at the Supplier's convenience by giving notice in writing to the Client. Rescheduling of a Training Services cohort with fewer than four Candidates is governed by clause 5.6.

16.2. The Supplier may terminate the Contract or any other contract which it has with the Client at any time by giving notice in writing to the Client if:

16.2.1. the Client commits a material breach of the Contract and such breach is not remediable;

16.2.2. the Client commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;

16.2.3. the Client has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 7 days after the Supplier has given notification that the payment is overdue; or

16.2.4. any consent, licence or authorisation held by the Client is revoked or modified such that the Client is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

16.3. The Supplier may terminate the Contract at any time by giving notice in writing to the Client if the Client:

16.3.1. stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

16.3.2. is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;

16.3.3. becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

16.3.4. becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;

16.3.5. becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;

16.3.6. becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;

16.3.7. has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

16.3.8. has a resolution passed for its winding up;

16.3.9. has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

16.3.10. suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

16.3.11. is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced; or

16.3.12. has a freezing order made against it;

16.4. If the Client becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 16, it shall immediately notify the Supplier in writing.

16.5. Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

16.6. The following termination provisions apply to Consultancy Services only, and the Client is only permitted to terminate the Contract for Consultancy Services in the following circumstances. Training Services and associated examinations are governed by clause 16.7 instead:

16.6.1. Upon acceptance of the Contract by the Client but prior to the Services having commenced, if within 10 Business Days of the commencement date of the Service, the Client terminates the Contract or reschedules the date of commencement of the Services, the Client will be liable and agrees to pay £1000 plus VAT, one off cancellation fee. In addition, the Client also agrees to pay a flat rate of £800 plus VAT, to compensate the Supplier for lost time in terms of preparing for delivery of the Services;

16.6.2. Upon acceptance of the Contract by the Client and upon the Services having commenced, the Client agrees that it is not able to terminate the Contract under any circumstance (save for in the event of a breach of the Contract by the Supplier). The Client will at all times and in such circumstances be liable to the Supplier for the entire Price of the Contract or Proposal.

16.7. The following cancellation, transfer, rebooking and substitution provisions apply to Training Services and associated examinations:

16.7.1. All formal cancellation, transfer, rebooking and substitution requests must be sent by email to enquiries@brooktech.uk. Notice periods under this clause are measured in calendar days before the scheduled start of the relevant training cohort or the scheduled examination date, as applicable.

16.7.2. Where the Client cancels a training or examination booking more than 14 calendar days before its scheduled start or date, a full refund of the fees paid for that booking shall be payable.

16.7.3. Where the Client cancels, transfers or rebooks a training cohort booking 14 calendar days or less before the cohort starts, no refund shall be payable. A transfer or rebooking shall attract a charge of £100 plus VAT, subject to clause 16.7.5.

16.7.4. Where the Client cancels, transfers or rebooks a practical examination or an in-person theory examination 14 calendar days or less before its scheduled date, no refund shall be payable. Rebooking a booked examination that has not been sat shall attract a charge of £250 plus VAT, subject to clause 16.7.5. This charge is additional to the applicable examination or resit fee under clause 3.6. A resit booked following a failed examination attracts the applicable resit fee in clause 3.6; if that booked resit is subsequently transferred or rebooked within this 14-day period before it has been sat, the additional £250 plus VAT charge applies.

16.7.5. Only one transfer is permitted for a booking. The transferred training or examination must take place within three months of the original training week or training days. Examination bookings remain subject to the deadline and attempt limit in clause 6.8.

16.7.6. A substitute delegate is permitted provided BrookTech receives at least seven calendar days' notice and the substitute meets the acceptance criteria for the Certified Assessor programme being delivered, as determined under clause 6.6.

16.7.7. No refund is payable for a no-show or non-attendance. The attendance, failure and exceptional-circumstances provisions in clause 6.7 apply to non-attendance at a training cohort.

17. NOTICES

17.1. Any notice or other communication given by a party under these Conditions shall:

17.1.1. be in writing and in English;

17.1.2. be signed by, or on behalf of, the party giving it except for notices sent by email; and

17.1.3. be sent to the relevant party at the address set out in the Contract.

17.2. Notices may be given, and are deemed received:

17.2.1. by hand: on receipt of a signature at the time of delivery;

17.2.2. by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting; or

17.2.3. by email: on receipt of a delivery from the correct address.

17.3. Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 17.1 and shall be effective:

17.3.1. on the date specified in the notice as being the date of such change; or

17.3.2. if no date is so specified, 2 Business Days after the notice is deemed to be received.

17.4. All references to time are to the local time at the place of deemed receipt.

17.5. This clause does not apply to notices given in legal proceedings or arbitration.

17.6. Formal cancellation notices and requests relating to Training Services under clause 16.7 shall be sent by email to enquiries@brooktech.uk. Training complaints under clause 33.5 shall also be sent to that email address.

18. CUMULATIVE REMEDIES

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

19. TIME

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Client's obligations only.

20. FURTHER ASSURANCE

The Client shall at the request of the Supplier, and at the Client's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

21. ENTIRE AGREEMENT

21.1. The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

21.2. Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

Nothing in these Conditions purports to limit or exclude any liability for fraud.

22. VARIATION

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by the managing director of each party.

23. ASSIGNMENT

23.1. The Client may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.

24. SET OFF

24.1. The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Client under the Contract or under any other contract which the Supplier has with the Client.

24.2. The Client shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

25. NO PARTNERSHIP OR AGENCY

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

26. EQUITABLE RELIEF

The Client recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Client acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

27. SEVERANCE

27.1. If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

27.2. If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28. WAIVER

28.1. No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

28.2. No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

28.3. A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

29. COMPLIANCE WITH LAW

The Client shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

30. CONFLICTS WITHIN CONTRACT

If there is a conflict between the terms contained in the Conditions and the Proposal, the terms of the Proposal shall prevail to the extent of the conflict. Within these Conditions, the provisions expressly applicable to Training Services and associated examinations shall prevail over general provisions to the extent of any conflict, including in relation to payment, cancellations, refunds, transfers and attendance. Consultancy cancellation and lost-delivery charges in clauses 6.2 and 16.6 shall not apply to Training Services.

31. COSTS AND EXPENSES

The Client shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

32. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

33. DISPUTE RESOLUTION

33.1. Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 33.

33.2. The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

33.3. The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedure:

33.3.1. Within 5 Business Days of service of the notice, the managing director of each of the parties shall meet to discuss the dispute and attempt to resolve it.

33.4. Until the parties have completed the steps referred to in clause 33.3, and have failed to resolve the dispute, neither party shall commence formal legal proceedings except that either party may at any time seek urgent interim relief from the courts.

33.5. Complaints about Consultancy Services or Training Services shall be raised with the Managing Director of BrookTech in the first instance by email to enquiries@brooktech.uk. If a training or examination complaint is not resolved to the Client's satisfaction, it shall be escalated to INCIT. BrookTech shall provide INCIT's complaints email address separately. This complaints route does not replace the dispute resolution procedure in clauses 33.1 to 33.4.

34. GOVERNING LAW

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

35. JURISDICTION

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