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AINTREE TRAINING LIMITED TERMS AND CONDITIONS

This page (together with the documents referred to on it) sets out the Terms and Conditions upon which we supply any of the Courses and Services (as defined below) to you, “the Customer”. Please read these Terms and Conditions “Contract” carefully before ordering or booking any Courses or Services from us and you should understand that by ordering or booking any of our Courses or Services, you agree to be bound by these Terms and Conditions. This document may be amended from time to time so you are welcome to print and keep a copy of the terms and conditions provided when you book with us.

1. DEFINITIONS

In this terms and conditions document the following words shall have the following meanings: “Supplier” means Aintree Training Limited. Aintree Training is a Registered Limited Company registered with company’s house England and Wales, with Company number 13759085 and registered office 41 Buckingham Road, Walton, Liverpool L9 4RB. For the purposes of all business interactions and service requirements “We” means Aintree Training and “us and “our” should be construed accordingly; “You” means our customer or prospective customer under these terms and conditions and “your” should be construed accordingly; “Consumer” means a natural person who is acting wholly or mainly for purposes which are outside his business, trade, craft or profession; “Contract” means this Terms and Conditions document which stipulates Aintree Trainings Standard Terms and Conditions for booking and use of any and all Training Services. “Cancellation” means the Supplier or Customer requesting or agreeing to indefinitely postpone a previously agreed Service or Course, for which the Supplier has not already rendered services. “Rescheduling” means the Supplier or Customer requesting or agreeing to postpone a training course to an earlier or later delivery date as specified within that same financial year. “Courses” means courses supplied by the Supplier, together with relevant Course Materials (where applicable) as more particularly described on the Website; “Course Materials” means the supporting materials and documentation supplied with the Courses (where applicable); “Customer” means the organisation or person who purchases services from the Supplier; “Intellectual Property Rights” means patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world; “Services” mean the services to be provided by the Supplier to the Customer as requested or contractually agreed by the customer and as specified in a Service Specification/Agreement. “Service Agreement” and “Service Specification” means a letter oemail or form containing a statement of proposed work, cost, order/booking form and confirmation, or other similar written communications describing and/or outlining the Services to be provided by the Supplier to the Customer. “ICT” means internet enabled desktop, tablet, mobile, smartphone and laptop computer or similar electronic hardware use and operation. “Website” means www.aintreetraining.co.uk. “Group Courses” means courses and services which have been specifically requested for delivery to a group of multiple attendees at a specific location online or in the physical world, at a specific date and time, in accordance with our maximum attendee limit for that service/course. “Sub-Contractor” means an individual whom is not directly employed by Aintree Training but who is rendering services as agreed within the service specification on our behalf. “Course Materials” means printed or electronic information, advice and guidance documents, electronic links, eLearning courses or eLearning licences, login/password information which would provide access to protected electronic areas containing such information.

2. INFORMATION ABOUT US

2.1 Aintree Training Limited; “we” operate under the trading name of Aintree Training. You can contact us:

- 2.1.1 by post, using the registered office postal address;
- 2.1.2 using our website contact form;
- 2.1.3 by telephone, on the contact number published on our website;
- 2.1.4 by email to admin@aintreetraining.co.uk

3. GENERAL

3.1 These Terms and Conditions shall apply to all contracts for the supply of Courses and/or Services by the Supplier to the Customer.

3.2 The Supplier shall use all reasonable endeavours to complete the Services within estimated time frames, but time shall not be of the essence in the performance of any Services and/or delivery of the Courses.

3.3 The Supplier may, in addition to its own employees, engage individuals and organisations as sub-contractors to provide all or part of the Courses/Services being provided to the Customer and such engagement shall not relieve the Supplier nor Customer of their obligations under these Terms and Conditions and Contract.

3.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit to do or do anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under these Terms and Conditions, the Supplier shall not be held liable by the Customer or Sub Contractor for any delay caused in respect of the completion of any Services.

3.5 The Supplier shall notify the Customer of any such reasonable delay in the provision of services as in Clause 3.4 and where necessary will modify the timetable and Service Agreement, informing the Customer of these changes.

4. CUSTOMER WARRANTY

4.1 By placing an order with us, you warrant that:

4.1.1 you are legally capable of entering into binding contracts, including on behalf of your employing organisation;

4.1.2 you are at least 18 years old.

4.1.3 all the information that you provide to us in connection with your order is true, accurate, complete, current, non-misleading and non-vexatious to our organisation.

5. HOW THE CONTRACT IS FORMED

5.1 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Clause 5.

5.2 To make an order or booking, the Customer must place an order or booking for services/courses through our website, telephone or the Supplier’s course booking form.

5.3 The Customers Order or booking constitutes an offer to the Supplier to provide courses and services. All orders are subject to acceptance by the Supplier and the Supplier will confirm such acceptance by sending an order confirmation by email together with a service/course specification containing information as to the service to be provided by the Supplier to the Customer, the fees payable, and a set of these Service Terms and Conditions. However, if the

Supplier is unable to meet the Customers order it will notify the Customer by email or telephone.

5.4 A binding Contract between the Supplier and the Customer (“the Contract”) will only be formed at the point that the Customer has accepted the terms of the Customer Agreement and/or specification, including quote, by signing said document by electronic signature or handwritten signature and returning it to the Suppliers email address at admin@aintreetraining.co.uk and the Supplier returns this order confirmation and booking form, signed on behalf of the Supplier.

5.5 If the Customer does not agree with the contents of the Customer agreement or the Course specification/description, the Customer will have the opportunity to identify and correct any input errors by notifying the Supplier of any error either immediately and within five (5) days of the date of the order confirmation either by email, telephone, or via the Supplier’s Website. The Supplier will correct or modify any errors in the Customer Agreement and/or specification and will email the amended Customer Agreement and/or Course description to the Customer to confirm agreement with its contents.

5.6 The Supplier reserves the right to withdraw any of the courses/services advertised for sale on its website, at any time and point.

6. DISTANCE CONTRACTS: CANCELLATION AND RESHEDULE RIGHTS

6.1 You may withdraw or cancel an offer to enter into a contract with us through emailing us at admin@aintreetraining.co.uk, at any time within a 14 day ‘cooling off period’. This period will begin upon the submission of your contract, ending 14 days after. Should you choose to Cancel the Contract or request an alteration to the agreed service/course delivery date so as to ‘reschedule’, this will be subject to Clause’s 6.2 during the ‘cooling off period’ and will be subject to Clause’s 10.1, 10.2 and 10.3 after this period has expired. You do not have to give any reason for your withdrawal, cancellation or request to reschedule.

6.2 You agree that we may begin the provision of services or courses before the expiry of the period referred to in Clause 6.1 if you requested us to begin, deliver or supply services/courses within this this cancellation period. In such case the Supplier will invoice the Customer immediately and payment of this invoice will be due for payment immediately. Where you withdraw or cancel an offer to contract with us during this period you shall pay us an amount which is in proportion to what has been performed, until you communicated to us your cancellation from this contract, in comparison with the full coverage of this contract, and that we may deduct such an amount from any refund due to you in accordance with this clause 6.

6.3 In order to withdraw an offer to contract or cancel a contract on the basis described in this Clause 6, you must inform us of your decision to withdraw or cancel (as the case may be). You must inform us by in writing setting out your decision. In the case of cancellation, you must inform us in writing by email to admin@aintreetraining.co.uk, or by writing a letter and posting by recorded delivery to our registered office address. To meet the cancellation deadline, it is sufficient for you to send your communication before the cancellation period has expired.

6.4 The Customer must return any Course Materials provided on behalf of us to the Supplier as soon as reasonably practicable and at the Customer’s own cost, and cease and desist in the use of these materials if the intellectual property that is ours and that material is our copyright. The Customer has a legal obligation to take reasonable care of any Course Materials while in their possession. If the Customer fails to comply with this obligation, the Supplier may have a right of action against them for compensation. In addition, any cancellation by the Customer shall entitle the Supplier to de-activate any log-in information or password areas and previously supplied codes and related access relevant to that provision specified, including any codes and logins to course materials hosted and provided by our own organisation and that of external

organisations, agents, and training providers which have been sub contracted on behalf of the Supplier.

6.5 If you withdraw an offer to contract, or cancel a contract, on the basis described in this Clause 6 and Clause 10, 10.1, 10.2 and 10.3 which forms the Suppliers 'Cancellation and Rescheduling Policy', you will receive a refund commensurate with the amount due in respect of the contract.

6.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will receive this refund within 28 days, in accordance with our Cancellation Policy and this Clause 6.

6.7 The provisions of this Clause do not affect your other statutory rights as a consumer.

7. AVAILABILITY AND DELIVERY

7.1 All quotations are valid for a maximum period of 28 days from offer.

7.2 Provision and delivery of training services through the mediums of eLearning and distance learning/video streaming, does not include the provision of ICT hardware technology or accessibility support, help or guidance to attendees on behalf of the Supplier to the Customer. If this is required to support or enable attendees to access training materials, services or content, this must be provided by the customer. Consideration as to individual attendees' functional capability and ability to use ICT should be therefore be entered into by the Customer prior to seeking to order or contract training by distance learning training methodologies.

7.3 The Customer's order shall be fulfilled by the Supplier when the Supplier either:

7.3.1 Provides the Services and/or Courses in accordance with the Customer Service Specification/Agreement and/or Course description; or

7.3.2 Provides the Course Materials or login information to enable Customer access to those materials including in the case of eLearning courses, distance learning material and live trainer video streaming courses and events.

8. FEES AND PAYMENT

8.1 By accepting to Contract in accordance with the full Terms and Conditions as set out in this document, the Customer Agreement and/or Course specification, you agree to pay the full Fees for the Course(s) and/or Services as specified within 14 days of invoice provision. For services which Customers have commissioned for delivery within 14 days of date of Contracting, the invoice will be payable immediately and in accordance with Clause 6.2.

8.2 The fees for the performance of the Services and/or Courses are as set out in the Customer Agreement and/or description of the Courses.

8.3 Travel fees will be in addition to this and will be charged in accordance with our Fair Milage and Travel Charges Policy, which is available to view and download on our website.

8.8 Once the Customer has confirmed their agreement in accordance with the Course Specification the Customer will be liable for the whole fee unless the Supplier receives written notification of cancellation in accordance with Clause 6 our Distance Contracts Policy and Clause 10 our Cancellation and Rescheduling Policy.

8.5 The Supplier reserves the right to charge late payment interest on any sums that are due and payable by the Customer, at a rate of 8% per year above the Bank of England's base rate from

time to time. In addition, any invoice that is not paid within our payment terms shall incur, an additional late payment administration charge of £50.00 plus any applicable VAT, at our whole discretion.

8.6 In the event that the Customer's procedures require that an invoice be submitted against a purchase order for payment, the Customer shall be responsible for issuing such purchase order before the Services are performed by the Supplier and/or Courses provided and/or Course Materials delivered.

8.7 For all courses and Travel Charges the full fee is payable prior to the delivery of the Course Materials or Courses as set out in the Customer Agreement.

9. CUSTOMER'S OBLIGATIONS & SUPPLIERS 'VENUE HIRE SERVICE' OBLIGATIONS

9.1 To enable the Supplier to perform its obligations under the Contract, the Customer shall:

9.1.1 co-operate with the Supplier;

9.1.2 provide the Supplier with any information reasonably required by the Supplier;

9.1.3 obtain all necessary permissions and consents which may be required before the commencement of the Services and/or provision of the Courses; and

9.1.4 comply with such requirements as may be set out in the Customer Agreement or Course Specification/description, or as may be otherwise agreed between the parties.

9.2 Subject to Clause 6, Clause 10 and clause 15, should the Customer unlawfully terminate or cancel the Services as set out in the Customer Agreement and/or specification of Courses, the Customer shall be required to reimburse the Supplier for all third-party costs incurred by the Supplier in anticipation of performance of the Services and/or Courses under the Contract, in addition to the payment of an administration charge of £50.00, plus any applicable VAT.

9.3 With regards to corporate bookings "Group Courses" which are to be delivered within a specific location of the Customers choosing, the Customer must provide suitable, adequate and sufficient training facilities to accommodate those whom they have invited to attend in order to receive the service/course which they have contracted the Supplier to provide. This includes the Customer providing and enabling Supplier use of the electricity supply, water supply and where possible, internet access to facilitate and enable training provision for which they have contracted us to supply.

9.4 The customer must provide a large enough and safe space to accommodate all candidates/delegates for which they are agreeing to Contract services for or make the Supplier aware, in writing, that they are unable to provide this space, in which case the customer must find, arrange and pay in full for a suitable venue/space and share this information in writing with the Supplier, or request that we endeavour to do this, by email to admin@aintreetraining.co.uk. The Supplier reserves the right to refuse this request and can do so verbally over the telephone or by email.

9.5. Where we the Supplier agrees to arrange a suitable training space in accordance with the Customers request and Clause 9.4, the Supplier will provide this agreement by email and we will seek to source and secure a suitable venue through discussion with the Customer with a view to book a location/venue immediately. All costs for the hire of such space/venue, plus an additional administration and arrangement fee of 15% of the total hire charge, will be payable in full by the customer to us the Supplier, immediately upon us invoicing for these charges. These charges will be in addition to the quoted costs in the original service specification/agreement and are non-refundable to the Customer under any circumstance.

9.6 The sourcing and booking of any suitable venue or space by the Supplier, as requested by the Customer as in Clause 9.4, will not be made and progressed by the Supplier until the additional fees have been paid and have cleared in the Suppliers account, as in accordance with Clause 9.5. Should the Customer fail to make full payment within a period of 7 days of invoicing, the responsibility to arrange and provide a suitable training space will revert back to the Customer and the Customer will be liable for an additional administration charge of £50.00 plus any applicable VAT.

9.7 The provision of power point facilities and other required material equipment for the execution of the training course(s) or services will be the responsibility of the Supplier, however the Customer agrees to facilitate the training courses or services with access to free of charge electricity and water usage during the execution of the Course/service provided. The Supplier reserves the right to cancel the course if the training facilities are found to be inadequate without any liability to refund any fees to the Customer.

9.8 For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 9.1, 9.2, 9.3, 9.4, 9.5, 9.6 and 9.7 shall be deemed to be a material breach liable to render an automatic cancellation of the Services by the Supplier as set out in the Customer Agreement and/or Course specification/description and is subject to the payments and terms and conditions as set out in this contract.

9.9 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 9.1, 9.2, 9.3, 9.4, 9.5, 9.6 and 9.7 in addition to being liable for an administration charge of £50.00 plus any applicable VAT.

10. CANCELLATION, RESCHEDULE & REFUND

10.1 The Customer may cancel a course booking within a 14 day 'Cooling off Period' beginning the day of order confirmation by the Supplier, except where services have been partially or fully provided or rendered.

10.2 Except as provided in this Clause 10 or Clause 6.1, specified elsewhere in these terms and conditions, or mandated by law, the Customer will not receive any refund upon the cancellation or rescheduling of a service to be contractually supplied under these terms and conditions.

10.3 Subject to Clause 6, should the Customer Cancel the Contract or seek to change or alter the agreed date of service delivery, this request must be received by the Supplier prior to the Services and/or Courses being initiated or provided. Should the Customer seek to Cancel or Reschedule in accordance with this Clause 10.3 the amount payable by the Customer will be as follows:

10.3.1 More than 21 calendar days' notice: No Charge

10.3.2 Between 14 calendar days' and 21 calendar days' notice: 10% Charge

10.3.3 Between 7 calendar days' and 14 calendar days' notice: 25% Charge

10.3.4 Between 2 calendar days and 7 calendar days' notice: 50% Charge

10.3.5 Any point within 2 calendar days and less than 48 hours' notice: 100% full Charge.

10.4 If the Customer is contracting as a Consumer and cancels the Contract with the Supplier within the 14-day cooling-off period in accordance with clause 10.2, the Supplier will process the refund due to the Customer as soon as possible and, in any case, within 30 days of the day on which the Customer gave the Supplier notice of cancellation. In this case, the Supplier will refund the price/fees paid for the Services and/or Courses (including Course Materials) in full. However, the Customer will be responsible for the cost of returning printed Course Materials to the Supplier.

10.5 Any printed course materials received by the Customer must be returned to our Registered Office at 41 Buckingham Road, Walton Liverpool, L9 4RB and must be received by us no later than 30 days of the day on which the Customer gave the Supplier notice of cancellation. No receipt or acceptance of those materials need be provided by the Supplier to the Customer.

10.6 To cancel the Contract, the Customer must inform the Supplier by putting this in writing, making clear that the communication is a cancellation request. To request a reschedule/alteration of the agreed date of service/course delivery the Customer must inform the supplier in writing, making clear this is a Reschedule request. Send this cancellation instruction or reschedule request via email to admin@aintreetraining.co.uk. The Supplier will seek to facilitate and accommodate this request where possible but is not contractually bound to do so. Where the Supplier and Customer confirm a mutually agreeable delivery date, the Supplier reserves the right to waive any additional charges as in Clause 10.3 but this is at the Suppliers absolute discretion.

10.7 No Cancellations, reschedule requests or requests to alter a Customer Agreement or Course Specification will be taken verbally and/or over the telephone. To meet the cancellation and reschedule deadline, it is sufficient for you to send your communication concerning exercising the right to cancel before the cancellation period has expired.

10.8 If the Customer requested to begin performance of the contract during the cancellation period (i.e. if the course/service commences during the 14 day cancellation period or if the Customer accesses the course materials via our e-learning platforms/systems/virtual learning environment, the Customer shall pay us an amount which is in proportion to what has been performed up until the Customer has communicated the cancellation of the Contract to the Supplier, in comparison to full coverage of the contract.

10.9 The Customer will not have the right to cancel the Contract where the services have been fully performed or provided.

10.10 The Supplier shall not be liable to any refund to the Customer any portion of the fees paid where there is non-attendance or failure to successfully complete of attendees by the Customer or if the course is unable to proceed due to a fault of the Customer. This may be both attendee failure to attend bodily at a specific delivery location or failure to attend through electronic medium such as at Video and Distance Learning Courses, including where the attendee joins the course but has no functioning webcam or microphone resulting in an inability on behalf of the Supplier to confirm continuous actual attendee attendance and where the attendees functional participation in the course is reduced to a position whereby it is deemed inadequate for the Supplier to check and confirm learning for the attendee due to the fault of the customer or attendee.

10.11 The Supplier reserves the right to cancel the Contract by giving the Customer notice in writing at any time up to the day before the course start date. If the Supplier cancels a course before the course start date, the Customer will be eligible for a full refund of the course fee(s) paid. The Supplier may also offer a transfer to another course delivery date, or alternate delivery medium and methodology as an alternative, if this is possible for both parties, subject to payment or refund of any difference in fees.

10.12 The Supplier will process any refund due to the Customer as soon as possible and, in any case, within 30 days of the day notice of cancellation is given. The refund will be made using the same method of payment that originally used by the Customer to make the initial payment unless otherwise expressly agreed. In any event the Customer will not incur any fees as a result of this reimbursement.

10.13 The Supplier will make all reasonable efforts to deliver the course and or services as outlined on our website and in any course descriptions. However, the Supplier reserves the right to make any reasonable changes to the syllabus and/or content of a course where necessary, change the delivery timetable, delivery location or tutors specified for a course in accordance with clause 19.

10.14 The Supplier reserves the right to cancel the Contract in their absolute discretion, and refund all fees paid by the Customer, irrespective of whether any particular course is to proceed, without any further liability on the Supplier.

11. VARIATION OF CONTRACT

11.1 After the Supplier has confirmed the Customer's order and subject to the full course fees having been paid in full by the Customer, the Customer may request to change the start date of a course in accordance with Clause 6.1, 10.1, 10.3, and 10.4 in writing by email to admin@aintreetraining.co.uk prior to the service/course delivery date.

11.2 The Supplier has the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting the Supplier's business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our organisational, operational and systematic capabilities. The Supplier shall notify the Customer of any such changes whereby contractual agreements are in place.

12. WARRANTY

12.1 The Supplier warrants that the Services performed under or in connection with the Contract shall be performed using reasonable skill and care.

12.2 Without prejudice to clause 13.1, and except as expressly stated in these Terms and Conditions, all warranties, whether express or implied by operation of law or otherwise, are hereby excluded in relation to the Services to be provided by the Supplier.

13. INDEMNITY

13.1 The Customer hereby indemnifies and undertakes to keep the Supplier indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by the Supplier to a third party in settlement of a claim or dispute) incurred or suffered by the Supplier and arising directly or indirectly out of any breach by the Customer of these terms and conditions.

14. LIMITATION OF LIABILITY

14.1 Nothing in these terms and conditions will: (a) limit or exclude any liability for death or personal injury resulting from negligence; (b) limit or exclude any liability for fraud or fraudulent misrepresentation; (c) limit any liabilities in any way that is not permitted under applicable law; or (d) exclude any liabilities that may not be excluded under applicable law, and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

14.2 The limitations and exclusions of liability set out in this Clause 15 and elsewhere in these terms and conditions: (a) are subject to Clause 15.1; and (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

14.3 The Supplier will not be liable to the Customer in respect of any losses arising out of any event or events beyond its reasonable and foreseeable control. Such events would include but are not limited to: acts of God, trainer illness or injury, legally required isolation requirements

due to Coronavirus which may result in an immediate inability on behalf of the Supplier to provide delivery of the service which has been agreed.

14.4 The Supplier will not be liable to the Customer in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

14.5 The Supplier will not be liable to the Customer in respect of any loss or corruption of any data, database or software.

14.6 The Supplier will not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

14.7 Subject to clause 14.1, if the Supplier fails to comply with these Terms and Conditions, the Supplier shall only be liable to the Customer for the price of the Services and/or Courses paid for by the Customer and, subject to clause 14.1, any losses that the Customer suffers as a result of the Supplier's failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

15. TERMINATION

15.1 Either party may terminate the Contract forthwith by notice in writing to the other if:

15.1.1 the other party commits a material breach of the Contract and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

15.1.2 the other party commits a material breach of the Contract which cannot be remedied under any circumstances;

15.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the contract without liability to the other if:

16.2.1 an order is made or a resolution is passed for the winding up of the other party; an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or:

15.2.2 the other party ceases, or threatens to cease, to trade; or:

15.2.3 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

16. INTELLECTUAL PROPERTY & COPYRIGHT

16.1 Any Intellectual Property Rights and Copyright materials produced from or arising as a result of the performance of the Contract/Services (including the Courses, Exercise and Assessments, Videos and Presentation Materials created by and supplied by Aintree Training Limited) shall remain the absolute property of the Supplier. Nothing in these terms and conditions shall give the Customer any right or other licence to use, copy or exploit in any way

any intellectual property contained in the content or misuse copyright material provided to the Customer in accordance with these terms and conditions, unless expressly specified prior to order and agreed in writing on behalf of the Supplier.

16.2 All Supporting course notes and material for delegates is supplied for use as a personal reference and revision aid. They must not be used for commercial training purposes or reproduced for wider distribution within the organisation or externally without the explicit agreement of the Supplier.

16.3 The Customer shall have no intellectual property rights in connection with these Services and/or Courses and/or Course Materials unless as set out in these Terms and Conditions.

17. PRIVACY POLICY

17.1 The Supplier will process information which you the Customer, provide to us in accordance with our Privacy Policy which is available on our website www.aintreetraining.co.uk and by emailing admin@aintreetraining.co.uk.

17.2 When you the Customer contracting with us the Supplier, or use and book services through our website, booking form, email or any other such communication method you consent to such information processing, including that of the processing of personally identifiable information in order to facilitate the services for which you request, order and contract. Furthermore, you warrant that all data provided by the Customer to the Supplier is accurate and is shared in accordance with your own legal and contractual information governance, data protection and GDPR requirements.

17.3 The supplier, Aintree Training, is not, and will not be liable for any potential or actual personal or organisational harm, distress or losses caused by notifiable data breaches or the unlawful sharing of information made by the customer.

18. USE OF COOKIES

18.1 Cookies are small files which many web sites transfer to your machines hard disk. They can inform the web site what pages you visit, and your preferences, which enable web sites to provide you with a more personalized service. You can set your browser to refuse cookies, or to warn you before accepting them.

18.2 We use cookies, but most parts of our site can be accessed even if your cookies are turned off. But you may find there are parts of the site which you cannot access if your cookies are turned off.

18.3 We use the information to help us analyse and understand more about how our web site is used, to improve our site, and to better tailor our product and service offering to customers and potential customers.

18.4 The use of cookies is included in our Privacy Policy which will be made available on our website www.aintreetraining.co.uk and by emailing admin@aintreetraining.co.uk.

19. FORCE MAJEURE

19.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events. This includes if this notification is made that same day that the service has been agreed to be

provided/rendered by the Supplier to the Customer. If the force majeure event continues for a period of longer than three (3) successive calendar months, then either party shall be entitled to terminate the Contract without liability to the other.

20. NO PARTNERSHIP OR AGENCY

20.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

21. ASSIGNMENT

21.1 The Customer hereby agrees that the Supplier may assign, transfer, sub-contract or otherwise deal with its rights and/or obligations under these terms and conditions.

21.2 The Customer shall not be entitled to assign its rights or obligations or delegate its duties under the Contract without the prior written consent of the Supplier.

22. SEVERABILITY

22.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if the Contract had been agreed with the invalid illegal unenforceable provision eliminated.

22.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

23. WAIVER

23.1 The failure by either party to enforce at any time or for any period any one or more of the Contract herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of the Contract.

23.2 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.

23.3 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

24. NOTICES

24.1 Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party given in the Customer Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved, be deemed to be received on the same working day if this email is delivered between 09:30-16:30 United Kingdom Time (GMT or BST), or the next usual working day after it was sent, if delivered after 16:30 hours. If given by letter this correspondence shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post or on the recorded delivery date provided by the postal carrier service.

25. ENTIRE AGREEMENT

25.1 These Terms and Conditions and any document expressly referred to in them constitute the whole agreement between the parties relating to the subject matter and supersedes any previous discussions, correspondence, negotiations, agreements, previous arrangements,

understanding or proposals, oral or written. Nothing in this Contract shall limit or exclude liability for fraud or fraudulent misrepresentation.

26. THIRD PARTY RIGHTS

26.1 Nothing in these Terms & Conditions shall confer on any third party the right to enforce any provision of these Terms & Conditions.

27. GOVERNING LAW AND JURISDICTION

27.1 These Terms and Conditions shall be governed by and constructed in accordance with the laws of England & Wales and the parties hereby submit to the exclusive jurisdiction of the English courts for the resolution of any disputes relating to these terms and conditions.