

Terms and Conditions for Training Courses delivered by ESP Ltd.

PLEASE READ CAREFULLY BEFORE PURCHASING TRAINING COURSES

This is a legal agreement between you (Licensee or you) and ESP Ltd, The Creative Industries Centre, Wolverhampton Science Park, Wolverhampton WV10 9TG (Licensor or we) for your purchase of ESP training courses and training materials ("Training Courses" and "Training Materials" respectively), which includes printed materials. By placing the order via esp.uk.net, you agree to these terms which will bind you and (if you are an employer) your employees.

1. THE PRODUCT - A DESCRIPTION

We describe our training products as:

IEMA Certified Courses

- IEMA accredited Internal Environmental Auditor (3 days)
- IEMA Environmental Sustainability Skills For Managers (2 days)
- IEMA IEMA Environmental Sustainability Skills For the Workforce (1 day)

Should any other courses be developed in a bespoke fashion in partnership with ESP, the terms and conditions for development and delivery (and all that entails) shall be revisited and redefined as needed by the Licensor and Licensee.

Please note that we reserve the right to change the course content of any Training Course at any time and without notice, based on information updates, improvement of course delivery and best practice. Please also note that IEMA retains copyright of the training materials that it produces and brands.

2. THE SALE

The purchase of Training Courses and Training Materials are subject to the following:

- The prices set out for the relevant product on our website or via the IEMA website; and

- The purchase of the Training Courses and Training Materials includes the granting of a non-exclusive, non-transferable licence to use the Training Materials and the Documentation on the terms of such licence, which are set out in the following clause.

3. THE LICENCE

You may receive and possess the Training Materials associated with the relevant Training Course purchased, and use such Training Materials in conjunction with the attendance of such course, as well as use such as a record of information for the term of this licence, provided that only the delegate of the relevant Training Course may make such use of them.

4. LICENSEE'S UNDERTAKINGS

Except as expressly set out in this Licence you undertake (and you undertake to procure that your employees or any other delegate attending a Training Course on your behalf or on your account so undertakes):

- Not to copy the Training Materials or Documentation except where such copying is incidental or necessary for the purposes of completing the relevant Training Course;
- Not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Training Materials or Documentation;
- Not to alter, or modify, the whole or any part of the Training Materials or Documentation, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials;
- To supervise and control use of the Training Materials and Documents and ensure that they are used by your employees and representatives in accordance with the terms of this Licence;
- To include the copyright notice of ESP Ltd on all entire and partial copies you may make of the Training Materials or Documents on any medium;
- Not to provide or otherwise make available the Training Materials or Documentation in whole or in part, in any form to any person without prior written consent from the Licensor;

5. TRANSFERS AND CANCELLATION OF TRAINING COURSES

Licensor Responsibilities

5.1

By booking this course and thereby agreeing to these terms and conditions, the licensee acknowledges that the licensor reserves the right to cancel the course due to under-subscription. This is due to recommendations from IEMA and the licensors experience that the course will only run in a coherent fashion if there are a certain number of delegates. In this case, the licensor will contact the licensee at least 5 working days before the course date to inform them.

5.2

The licensor also reserves the right to cancel the course without notice in the case of circumstances beyond our control, but every effort will be made to inform delegates of the cancellation within good time.

5.3

Should a course be cancelled for reasons stated in 5.1 or 5.2, and the licensee has made an accommodation booking payment, the licensor cannot be held liable for any funds lost due to the cancellation of the accommodation. With this in mind, we urge you to **refer to your accommodations own cancellation policy prior to making an accommodation booking.**

5.4

Should the licensor cancel a course due to reasons noted in either 5.1 or 5.2, no refunds can be issued. The delegate will automatically be transferred to the next scheduled course date (“course 2”). Should “course 2” be cancelled on the part of the licensor, the delegate will be transferred again to the next available course (“course 3”). Should “course 3” be cancelled on the part of the licensor, a refund or a transfer will be offered. Should the licensee find any dates offered unsuitable, this does not constitute a transfer on the part of the licensor, and will not be processed with as such.

Licensee Responsibilities

5.5

A cancellation may be made by the licensee in writing up to 20 working days before the course delivery date, and a full refund will be given.

5.6

If a cancellation is made by the licensee within 20 working days of the course delivery date, or the delegate fails to attend the course, no refund can be given, only a transfer can be offered to the licensee (unless in the case of extenuating personal circumstances).

5.7

The licensee may request a transfer to another course date (not on the part of the licensor) and all terms and conditions will still apply. Should the licensee request a transfer for a second time, they waive clause 5.4 (and its refund implications), unless in extenuating circumstances.

6. CONFIDENTIALITY

6.1

With regard to any materials that the Licensee may produce to the Licensor during a Training Course pursuant to the curriculum of that Training Course (the "Projects"), The Licensor shall:

- Keep confidential all know-how, including commercial and financial information, that is of a confidential nature, disclosed by the Licensee to the Licensor in a Project;
- Not publish Projects without the express prior written consent of the Licensee; and
- Disclose know-how, and any other confidential information in Projects, only to those persons necessary for the purposes of the relevant Training Course and only to the extent necessary for the proper performance of their duties.

6.2

The Licensor shall procure that the obligations in clause 6.1 are observed by its employees, officers and agents.

6.3

The Licensor shall notify the Licensee immediately if it becomes aware of any disclosure in breach of the obligations in this clause 6. At the request of the Licensee, the Licensor will take all such steps as are necessary to prevent further disclosure.

6.4

The provisions of this clause 6 shall not apply to:

- Any Project that is required to be disclosed to any third party pursuant to the curriculum of the Training Course in which it was produced and the Licensee was aware of this requirement at the time of presenting the Project to the Licensor;
- Any information which is in the public domain at the date of the presentation of the Project to the Licensor, or which subsequently comes into the public domain other than by breach of this clause 6; or
- Any information already in the possession of the Licensor at the date of presentation of the Project, other than under an obligation of confidentiality; or
- Any information obtained without any obligation of confidence from a third party that is not in breach of this Clause 6.

6.5

The provisions of this clause 6 shall be deemed effective from the date first presentation of a Project was made to the Licensor and shall remain in full force and effect for 10 years from that date.

7. INTELLECTUAL PROPERTY RIGHTS

The Licensee acknowledge that all intellectual property rights in the Training Materials and the Documentation anywhere in the world belong to the Licensor, that rights in the Training Materials and the Documentation are licensed (not sold) to you, and that you have no rights in, or to, the Training Materials or the Documentation other than the right to use them in accordance with the terms of this Licence.

8. LICENSOR'S LIABILITY

Nothing in this Licence shall exclude or in any way limit the Licensor's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law.

The Licensor shall not be liable under, or in connection with, this Licence or any collateral contract for:

- Loss of income;
- Loss of business profits or contracts;
- Business interruption;
- Loss of the use of money or anticipated savings;
- Loss of information;
- Loss of opportunity, goodwill or reputation;
- Loss of, damage to or corruption of data; or
- Any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

Subject to what is provided above, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to £500.

The Licensor's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in the UK.

These terms set out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Training Courses, Training Materials and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence.

9. TERMS OF PAYMENT

Payment is made via invoice using either a BACS Transfer or card payment via a Worldpay secure link.

Should Worldpay be used, once the payment notification has been received, the payment is the responsibility of Worldpay PLC but should a refund/change in the transaction be required, the licensor will co-operate with the licensee and Worldpay to seek as resolution. Should the licensee be unsure of their status of payment, they may contact the licensor, who will be able to advise on this matter and find a resolution.

Our payment terms are by 14 working days prior to the course delivery date.

We take all necessary steps, including verified compliance with PCI DSS to ensure that any information provided by you for the purposes of payment will be kept secure.

10. TERMINATION

The Licensor may terminate this Licence immediately by written notice if:

- A material or persistent breach is committed which is not remedied (if remediable) within 14 days after the service of written notice requiring you to do so; or
- A petition for a bankruptcy order to be made against you has been presented to the court; or
- The Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986).

Upon termination for any reason:

- All rights granted to you under this Licence shall cease;
- All activities authorised by this Licence must cease;
- Any sums due to the Licensor under this Licence must be immediately paid to the Licensor; and
- Immediately delete or remove the Training Materials or Documentation from all computer equipment in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Training Materials and Documentation then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

This Licence is binding on both parties, and on our respective successors and assigns. This licence is not transferable, assignable, and chargeable or can be otherwise disposed of. Rights or obligations arising under it cannot be changed without ESP Ltd prior written consent. ESP Ltd may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of the Licence.

12. EVENTS OUTSIDE OUR CONTROL

ESP will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control. ESP's performance is deemed to be suspended for the period that the Force Majeure Event continues, and ESP will have an extension of time for performance for the duration of that period. ESP will use reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

13. WAIVER

At any time during the term of this Licence, if ESP fails to insist upon strict performance of any of the licensee's obligations, to exercise any of the rights or remedies, this shall not constitute a waiver of such rights or remedies and shall not relieve the licensee from compliance with such obligations. A waiver by ESP of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to the licensee in writing.

14. GENERAL

Any notice required or permitted to be given by either party to the other under these terms shall be in writing.

If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected thereby. The terms are governed by the laws of England and the parties submit to exclusive jurisdiction of the courts of England.

15. ENTIRE AGREEMENT

These terms and any document expressly referred to in them represent the entire agreement between us in relation to the purchase of Training Courses, Training

Materials and Documentation and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

ESP and the licensee each acknowledge that, in entering into these terms, neither has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these terms, except as expressly stated in these terms and conditions.

Neither parties shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of entering into these terms (unless such untrue

statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

16. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

We have the right to revise and amend these terms and conditions from time to time.

Amended 8th January 2020