

WISEKNIGHT LIMITED TERMS AND CONDITIONS OF BUSINESS

The following are the terms and Conditions under which **Wiseknight Training Limited** conducts business. In these Terms and Conditions the following words and expressions apply.

The Company:	Wiseknight Training Limited 39 Bedford Road Moggerhanger Bedford MK44 3RQ
The Customer:	Any person, Business, or Organisation, who contracts with the Company for the supply of Training and any other Services the Company has undertaken to provide.
The Conditions:	The Terms and Conditions of Business.
The Service:	The supply of Training or any other service the Company has undertaken to provide for the period agreed with the Customer subject to these conditions.
The Trainer:	The person or persons whose services are supplied by the Company to the Customer in order to undertake the agreed Service under the Contract. In the course of communication between the Company and the Customer, the Trainer may also be called as Instructor, Advisor, Lecturer, or any other title that describes the duties of the person appointed by the Company to undertake in whole or in part the Service for the Customer.
The Agreed Period:	The period agreed between the parties during which the Company shall supply its Services to the Customer.
The Scale of Charges:	The Companies current charges for the provision of the Service to the Customer.

1. General:

The booking of Services is only accepted upon and subject to our conditions as described hereunder. Where the Customers Conditions conflict with these Conditions, the Conditions of the Company shall apply unless otherwise agreed in writing by a Director or another authorised person of the Company. Should the Service at any time involve the movement or carriage of goods or cargo, then this is only undertaken on the understanding that at no time is the Company to be deemed a Common Carrier. Except when prevented by the prevailing laws applicable at the time, the Company retains the right to sub-contract any of its Services without notifying the Customer. In all cases the Laws of England will apply.

2. Terms of Payment:

- ≡ Unless agreed in writing by a Director or another authorised person of the Company, all invoices raised will become payable within 7 days of the date of the invoice.
- ≡ The Company reserves the right, at their discretion to impose a surcharge of not more than 8% per month of any outstanding monies due after a period of 28 days from the date of invoice, or if in possession of any of the Customers property exercise a right of lieu upon that property in respect of any amount unpaid without any further notification.
- ≡ For Non-Corporate Customers, the Company will require a deposit of 25% of the cost of the Service or £100.00, whichever is the greater at the time of booking the Companies Services. In the case Of Training Services the balance of the payment must be paid before the commencement of any period of training.
- ≡ All charges are subject to any taxes applicable at the time, at the prevailing rate.

3. Cancellations:

In the event of the Company cancelling the Agreed Period of the Service the Customer shall be entitled to a refund for any outstanding portion of the Agreed Period except where such cancellation is due to weather conditions, failure of the mode of transport used by the Company, or unavoidable non availability of the Trainer, in which case the Agreed Period will be rescheduled at the convenience of the Customer. In the event of the Customer cancelling less than **10 working days** before the start of the Agreed Period, not attending or failing to provide the necessary facilities to allow the Company to undertake the Agreed Period the Company shall be entitled to 100% of any monies due. As the booking of examinations administered by other organisations is normally un-refundable the cost of any examination becomes fully payable from the time of booking and no refund will be made in the event of a cancellation.

4. Quality of the Service:

The Company will provide the Service with all reasonable care and skill. However the Company will in no Circumstances be responsible for any loss or damage of any kind if the Customer fails any test or examination.

5. Liability:

Other than death or personal injury caused by the Company's or its employee's negligence, the Company shall not be liable for any losses suffered by the Customer [including the cost of any additional training, expenses, loss of earnings, test or examination fees, legal costs or penalties, or other consequential losses] arising out of the provision of the Service to the Customer. Accordingly the Company's total liability for any breach of any express or implied term of the contract or any other legal duty shall not exceed the total amount paid by the Customer for the Service.