

Training Service Agreement

Standard Service Agreement

THIS AGREEMENT is made at the time of booking

BETWEEN:

(1) Lean Procurement Ltd ("The Training Provider") and

(2) Client

WHEREAS:

(1) The Training Provider provides training services to clients. The Training Provider has reasonable skill, knowledge and experience in that field.

(2) The Client wishes to engage the Training Provider to provide the services set out in this Agreement, subject to the terms and conditions of this Agreement.

(3) The Training Provider agrees to provide the services set out in this Agreement to the Client, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Booking" means a confirmed (by email) reservation made by the Client for the Services which includes the agreed price, start date, location and a description of the Services to be delivered

"Business Day" means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in Scotland;

"Commencement Date" means the date on which provision of the Services shall commence, as detailed in the Booking;

"Fees" means any and all sums due under this Agreement from the Client to the Training Provider or their Agent, as specified in the Booking;

"Services" means the services to be provided by the Training Provider to the Client in accordance with the Booking, and subject to the terms and conditions of this Agreement; and

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "this Agreement" is a reference to this Agreement as amended or supplemented at the relevant time;

1.2.4 a Clause or paragraph is a reference to a Clause of this Agreement.

1.2.5 a "Party" or the "Parties" refer to the parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Provision of the Services

2.1 With effect from the Commencement Date, the Training Provider agrees to provide CIPS materials, CIPS examination fee, the Services to the Client including the delivery of a CIPS Level virtual course.

2.2 The Training Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the relevant training sector in the United Kingdom.

2.3 The Training Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Booking.

2.4 The Training Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

2.5 The Training Provider shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

3. Client's Obligations

3.1 The Client shall use all reasonable endeavours to provide all pertinent information to the Training Provider that is necessary for the Training Provider's provision of the Services.

3.2 The Client may, from time to time, issue reasonable instructions to the Training Provider in relation to the Training Provider's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Booking.

3.3 In the event that the Training Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.

3.4 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of this Clause 3 shall not be the responsibility or fault of the Training Provider.

4. Fees and Payment

4.1 The Client shall pay the Fees to the Training as agreed in the pricing scheduling, including subscriptions as advertised on the Lean Procurement website.

4.2 All payments required to be made pursuant to this Agreement by either Party shall be made in GBP

4.3 Where any payment pursuant to this Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.

5. Liability, Indemnity and Insurance

5.1 The Training Provider shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance. This insurance must also cover the activities of any sub-contractor and/or supplier delivering the Services on behalf of the Training Provider.

5.2 In the event that the Training Provider fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.

5.3 The Training Provider's total liability for any loss or damage caused as a result of its negligence or breach of this Agreement shall be limited to a refund of the sum paid by the Client.

5.4 The Training Provider shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by the Training Provider.

5.5 Nothing in this Agreement shall limit or exclude the Training Provider's liability for death or personal injury.

5.6 Subject to sub-Clause 5.3 the Training Provider shall indemnify the Client against any costs, liability, damages, loss, claims or proceedings arising out of the Training Provider's provision of the Services or any breach of this Agreement.

6. Data Protection

6.1 The Client's personal data is shared between the Agent and the Training Provider to facilitate the booking process and the publication of exam results. Neither the Training Provider nor the Agent will share the Client's personal data with any third parties for any reasons without the prior consent of the Client. Such data will only be collected, processed and held in accordance with the Training Provider's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

7. Force Majeure

7.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet Training Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

7.2 In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 20 days, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

8. Term and Termination

8.1 This Agreement shall come into force on the date of the Booking and shall continue until the scheduled completion of the Services, subject to the provisions of this Clause 8.

8.2 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:

8.2.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid by the due date for payment;

8.2.2 the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 10 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

8.2.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

8.2.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

8.2.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or

re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);

8.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

8.2.7 the other Party ceases, or threatens to cease, to carry on business; or

8.2.8 control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 8, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

8.3 For the purposes of sub-Clause 8.2.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

8.4 The rights to terminate this Agreement given by this Clause 8 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

9. Effects of Termination

Upon the termination of this Agreement for any reason:

9.1 All costs paid by the Client are non-refundable unless expressly agreed by both parties

9.2 Any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;

9.3 All Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;

9.4 Termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination; and

9.5 subject as provided in this Clause 9 and except in respect of any accrued rights neither Party shall be under any further obligation to the other.

10. No Waiver

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

11. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

12. Costs

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

13. Assignment and Sub-Contracting

13.1 The Training Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Training Provider.

14. Time

14.1 The Parties agree that the times and dates referred to in this Agreement are for guidance only and are not of the essence of this Agreement and may be varied by mutual agreement between the Parties.

15. Relationship of the Parties

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

16. Third Party Rights

16.1 No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

16.2 Subject to this Clause 16 this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

17. Notices

17.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

17.2 Notices shall be deemed to have been duly given:

17.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

17.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

17.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

17.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

18. Entire Agreement

18.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

18.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

19. Counterparts

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

20. Severance

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

21. Dispute Resolution

21.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

22. Law and Jurisdiction

22.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Scotland.

22.2 Subject to the provisions of Clause 21, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising there from or associated therewith) shall fall within the jurisdiction of the courts of Scotland.