

# Tyro Training - TERMS AND CONDITIONS FOR SERVICES

## 1. DEFINITIONS

"**Agreement**" means these terms and conditions and any training proposal and agreement between Tyro Training and the Client.

"**Booking Form**" means the booking form issued to the Client by Tyro Training or obtained by the Client from Tyro's website (which is applicable only for standard Training Services).

"**Charges**" means the charges for the Training Services set out in the Booking Form, Proposal or Training Agreement.

"**the Client**" means the client identified in the Booking Form, Proposal or Training Agreement.

"**Clause**" means a clause in these terms and conditions.

"**the Date(s) for the Training Services**" means the date(s) upon which the Training Services are to take place as set out in the Booking Form, Proposal or Training Agreement.

"**Delegates**" means the number of the Client's staff who are to receive the Training Services as set out in the Booking Form, Proposal or Training Agreement.

"**Expenses**" means expenses incurred in respect of travel and accommodation wholly and necessarily for the purposes of the Agreement as may be identified in a Proposal or Training Agreement.

"**Tyro**" means Tyro Training – a division of Craven College.

"**Personal Data**" means the data which relates to an individual who can be identified from that data or from that data and other information and which is provided to Tyro by the Client.

"**Proposal**" means a proposal for Training Services (which is applicable for bespoke Training Services).

"**the Trainer**" means the person delivering the Training Services.

"**the Training Location**" means the place at which the Training Services are to be provided by Tyro as set out in the Booking Form, Proposal or Training Agreement.

"**Training Services**" or "**Services**" means the training, consultancy or advisory services set out in the Booking Form, Proposal or Training Agreement.

## 2. TRAINING SERVICES AND LOCATION

2.1 Tyro shall provide the Training Services on the Date(s) for the Training Services and in accordance with these terms and conditions.

2.2 Up until 72 hours before the Training Services are due to commence, Tyro may by notice in writing alter the Training Location - provided that the new location is within 5 miles of the original location.

## 3. TRANSFERS, CANCELLATION AND POSTPONEMENT

3.1 If a Delegate identified in a Booking Form, Proposal or Training Agreement wishes to cancel or transfer to another course, Tyro reserve the right to recover the following fees:

Notification of cancellation or transfer to another course more than 32 working days from the commencement date of the Training Services – 25 % of the fees due

Notification of cancellation or transfer to another course between 21 and 32 working days from the commencement date of the Training Services – 50 % of the fees due

Notification of cancellation or transfer to another course less than 21 working days from the commencement date of the Training Services – 100 % of the fees due

3.2 A suitable substitute delegate may be provided at no cost.

3.3 Notification of any cancellation or transfer must be made in writing to Tyro Training.

3.4 Where a deposit is requested this will be subject to the above criteria

## 4. DELEGATES

Delegates shall act reasonably throughout the training. Tyro may remove a Delegate from a course, where, in the opinion of the Trainer, which shall be final, the Delegate is behaving unreasonably.

## 5. CHARGES AND PAYMENT

5.1 The Charges for published Training Services shall be due upon booking and shall be paid within 7 days of the date of Tyro's (Craven College) invoice.

5.2 The Charges for the Training Services which are subject to a Proposal and related Expenses shall be due upon either completion or booking of the Training Services and payable within 30 days of the date of Tyro's (Craven College) invoice.

5.3 The Client shall pay the Charges without deduction or set-off.

5.4 Sums due under this Agreement are exclusive of VAT which shall be payable by the Client at the appropriate rate.

5.5 In the event the Client fails to make payment in accordance with this Agreement, Tyro may:

5.5.1 charge interest at the statutory interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 and amendments thereto per month or part thereof on the unpaid sum for that period the sum remained properly due before and after any court judgement; and/or

5.5.2 by notice in writing suspend supply of the Training Services.

5.5.3 pursue the debt via agency or Court processes

## 6. LIABILITY AND ITS EXCLUSION AND LIMITATION

6.1 Clause 6 sets out the entire liability of and exclusion thereof by Tyro under and/or in connection with this Agreement and in respect of breach of this Agreement or statutory duty, representations, statements or tortious act or omission including negligence.

6.2 In no event shall Tyro be liable for (whether direct or indirect) any loss of contracts, profits, anticipated savings, revenue, goodwill, business, loss or corruption of data or software programs, financing expenses, interruption in the use or availability of data, stoppage to other work or consequential losses, nor for any indirect losses.

6.3 Nothing in this Agreement shall operate to limit or exclude any liability of Tyro which may not be excluded and or limited by law.

6.4 Clause 6 shall apply before and after any termination of this Agreement.

## 7. INSURANCE

Tyro and the client, where relevant in relation to delivery venue and management, shall carry public liability insurance for a minimum amount of one million pounds for each and every claim and shall provide evidence of this cover upon reasonable request.

## 8. ADVERTISING

8.1 Tyro may make reference to a Client's contract within any proposal to further Clients, provided only fundamental facts are divulged and not proprietary and confidential information.

8.2 Tyro may store the names of the Delegates or clients for the purpose of advising them of the availability of further courses in the future.

## 9. CONFIDENTIALITY

The parties shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to the other party and shall not, during the period of this Agreement, or at any time after its termination, divulge any such information to any person not authorised by the divulging party to receive it and shall not utilise any secret or confidential knowledge or information acquired in connection with this Agreement to the detriment or prejudice of the other party or use the same for any purposes save for the purposes of this Agreement.

## 10. DATA PROTECTION

10.1 The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow Tyro at all times to perform the Training Services without infringing any third party rights. Tyro shall not be liable to perform the Training Services to the extent it is unable to due to a breach of this Clause. This should include permissions to share relevant information between employer and employees.

10.2 Tyro warrants to the Client that it will only use the Personal Data for the purpose of carrying out its obligations hereunder and that it will ensure that all reasonable and appropriate security measures are in place to protect the Personal Data and that it will destroy or deliver up the Personal Data upon written demand from the Client, and further, that it has in all respects complied with its obligations under the Data Protection Act 1998 and any amendments to or re-enactments thereof.

#### **11. INTELLECTUAL PROPERTY**

All intellectual property rights, including copyright, patents and design arising in connection with this Agreement shall belong to and remain vested in Tyro.

#### **12. WARRANTY**

Tyro warrants that in carrying out the Training Services it has and will exercise all reasonable skill and care to be expected of a professional, experienced in such work.

#### **13. HEALTH AND SAFETY**

The parties shall comply with all applicable health and safety legislation and codes of practice

#### **14. TERMINATION**

14.1 Either party may terminate this Agreement by written notice:

14.1.1 if the other party fails to remedy a material breach of this Agreement within 30 days of written notice identifying the breach and notifying of an intention to terminate; and/or

14.1.2 if the other party makes any voluntary arrangement with its creditors or enters into administration (whether or not pursuant to a court order) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or is deemed under Section 123 of the Insolvency Act 1986 to be unable to pay its debts or is dissolved; and/or

14.1.3 if an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the other party; and/or

14.1.4 the other party threatens to cease to carry on business.

#### **15. ASSIGNMENT**

This Agreement is personal to the Client and may not be assigned by the Client in whole or in part.

#### **16. FORCE MAJEURE**

Neither party shall be responsible for any failure or delay in performance of its obligations under this Agreement (other than the obligation to make payments of money) due to any force majeure event including, Act of God, refusal of licence (other than as a result of any act or omission of Tyro) or other Government act, fire explosion, embargo, terrorism, civil disturbance, accident, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, or any other cause beyond its reasonable control.

#### **17. NON-SOLICITATION**

The Client shall not during the term of this Agreement and for 6 months thereafter, entice or solicit for employment with it or any other entity any Trainer who has been engaged to provide the Training or other Services.

#### **18. ENTIRE AGREEMENT**

This Agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied between the Client and Tyro relating to the Training Services; unless specified in writing.

#### **19. AGREEMENT AMENDMENTS**

Any amendments to this Agreement shall be in writing.

#### **20. THIRD PARTIES**

Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 or any amendment to or re-enactment of it to enforce any provision of this Agreement.

#### **21. LAW**

This Agreement shall be construed in accordance with English law and the English courts shall have sole jurisdiction.

#### **22. Completion**

Where completion of agreed training / learning hours are agreed in relation to funding provision, that funding provision may be reliant upon completion of agreed learning hours.

Updated: April2009

## **COMPLAINTS**

Tyro is the commercial division of Craven College and operates within the college complaints policy, however we would endeavour to manage any complaints from either employers or delegates directly and quickly.

Tyro's management team provide first line support for employers in all respects, while the divisions senior manager - Assistant Principal Services to Business, will provide a route by which complaints can be further considered.

#### **COMPLAINTS POLICY – JANUARY 2009**

Craven College aims to provide a courteous professional and efficient service to students, clients and other individuals and organisations with whom it works. It is hoped that the relationship will be satisfactory, but on occasions when something goes wrong the College will deal promptly and fairly with any complaint.

The College will:

- listen and take note of the complaint and respond within a stated period of time
- deal reasonably and sensitively with the complaint
- take action where appropriate
- welcome issues being brought to its attention to prevent a possible recurrence of the problem

The complainant will be expected to:

- explain the problem clearly and fully, including any action taken to date
- allow the College reasonable time to deal with the matter
- recognise that some circumstances may be beyond the College's control

The Complaints Policy will be promoted in the Student Guide and Student Charter, made freely available to all students and other clients. Information on how to make a formal complaint will be available at all College sites.

Updated: October2010