



## UNIPER TECHNOLOGIES LIMITED

### TERMS AND CONDITIONS FOR TRAINING SERVICES

- 1 The parties to this Contract are UNIPER TECHNOLOGIES LIMITED (hereinafter referred to as "the Service Provider") and the Client (the Company name) stipulated on the candidate registration form
- 2 The Service Provider undertakes to provide the training courses (the "Services") as requested and paid for by the Client, set out in the Candidate Registration Form.
- 3 Unless expressly agreed to in writing, contracts and orders are accepted by the Service Provider upon and subject to the Terms and Conditions herein. These Terms and Conditions may be varied or added to only with the agreement in writing of the Head of the Engineering Academy, UNIPER TECHNOLOGIES LIMITED or his authorised representative.
- 4 The Service Provider will use reasonable endeavours to ensure that the Services are delivered on the date identified within the Candidate Registration Form, however from time to time it may be necessary for the Service Provider to re-arrange the date and location for delivery of the Services ("Allowable Delay"). By completing the Candidate Registration Form, the Client is agreeing to these Terms and Conditions and hereby acknowledges that the Service Provider may, at its discretion, re-arrange delivery of the Services, when needed.
- 5 In the event that the Allowable Delay exceeds 30 days the Client shall be entitled to terminate the Contract immediately by giving written notice without further liability and shall be entitled to a refund in respect of any Services that have not been delivered. Any termination shall be without prejudice to any rights accrued under the Contract.
6. Providing that the client has returned a complete Candidate Registration Form and confirmed their preferred method of payment, an invoice for the Services will be submitted to the Client. It shall be paid (without deduction or set-off) in full and in cleared funds within 30 days of the date stated on the invoice(s) or prior to the delivery of the Services, in the event that the Candidate Registration Form is completed by the Client less than 30 days before the Services are due to be delivered. Delay in payment will entitle the Service Provider to charge compound interest monthly at 2% above HSBC annual base rate until the payment is cleared.
- 7 In the event that payment is not made by the Client, in accordance with Clause 6 (above), the Service Provider shall not be obliged to provide the Services.
- 8 Copyright and all other intellectual property rights in material supplied to the Client by the Service Provider, in the provision of the Services shall remain the sole property of the Service Provider and nothing within these Terms and Conditions is intended to or shall act as a licence for the Client to use the Service Provider's intellectual property.
- 9 Subject to these Terms and Conditions, the parties' maximum liability to each other shall be limited to the fees for the Services as shown on the Candidate Registration Form. Nothing in these Terms and Conditions shall limit either parties' liability in respect of death or personal injury. Neither party shall be liable for any indirect or consequential loss of any nature.
- 10 Where the Service Provider carries out any part of the Services at the Client's works or premises, the Client shall indemnify the Contractor against the consequences of any defect in or unsuitability of any tackle, plant or other equipment, provided by the Client and against all claims by third parties and any other claims at Common Law or by Statute arising out of such defects or unsuitability.

- 11 The Service Provider shall be entitled at any time to assign or sub-contract the whole or any part of its rights and/or obligations under these Terms and Conditions to any company within the UNIPER SE group of companies or approved contractors.
- 12 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract. No person who is not a party to the Contract (including any employee, officer, agent, representative or sub-contractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.
- 13 This Contract is construed and interpreted in accordance with English Law and is subject to the jurisdiction of the Courts of England.
14. Course cancellations must be made no later than 20 working days, If the cancellation notice is received less than 20 working days prior to the course date, the cancellation charge will be 100% of the training fee. Customers may substitute a delegate from the same company at no charge other than any substitution costs incurred by Uniper Technologies.
15. Uniper Technologies reserves the right to amend or cancel any course, course times, dates or published prices. Any changes to course prices, times and dates will be advised before the course start date
16. The Parties acknowledge and agree to the following:
  - 16.1. The Parties acknowledge that where they jointly determine the purposes and means of processing Personal Data, they shall be joint controllers under the GDPR and applicable data protection laws.
  - 16.2. Both Parties will comply with their obligations as data controller under the GDPR and any associated data protection legislation.
  - 16.3. Both Parties shall notify the other Party without undue delay after, and in any event within 24 hours of, becoming aware of a personal data breach.
  - 16.4. Both Parties shall assist one another to enable the other Party to comply with their obligations under data protection law, including but not limited to in respect of keeping personal data secure; dealing with personal data breaches; complying with the rights of data subjects and carrying out data protection impact assessments.