

# PCL Training Terms and Conditions

These Conditions set out the basis upon which PCL will provide access to training services as described in the order form agreed between PCL and the Client. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

These Conditions do not apply to PCL's resale of third party assessment products, or its provision of consultancy or customised training products or services, which will be subject to their own separate contract on PCL's standard terms.

## 1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

### 1.1 Definitions:

- Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- Charges:** the charges payable by the Client for the supply of the Services.
- Client:** the person or firm who purchases Services from PCL.
- Conditions:** these terms and conditions as amended from time to time in accordance with clause 13.4.
- Content:** any training materials or other content (including slides, handouts, questions and results) provided or made available by PCL in relation to the Services.
- Contract:** the contract between PCL and the Client for the supply of Services in accordance with these Conditions.
- Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- Order:** the order submitted by the Client using PCL's website or any other form or process provided or made available by PCL setting out the Services.
- Services:** the services, including the Content, supplied by PCL to the Client as set out in the Order.
- PCL:** Psychological Consultancy Limited, company number 02729375.

# PCL Training Terms and Conditions

- 1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.3 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to **writing** or **written** includes email but not fax.

## 2 **Basis of contract**

- 2.1 The Order, together with these Conditions, form the Contract. The Order is an offer by the Client to purchase the Services, and shall not be deemed accepted by PCL until it confirms this in writing to the Client. The Contract shall come into existence at the point when the Order is accepted by PCL (**Commencement Date**).
- 2.2 In the event of any inconsistency between these Conditions and the Order, the Order shall take precedence.
- 2.3 Any descriptive matter or advertising issued by PCL, and any descriptions or illustrations contained in PCL's marketing materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 Where an individual submits an Order and the individual has provided details of a business which employs or engages them the Order shall be deemed to have been submitted on behalf of that business by the individual (and the individual shall be deemed to have represented themselves as having appropriate authority to do so), and that business shall be the Client. If an individual submits an Order on their own behalf, they confirm (in submitting that Order) that they do so as a business and not as a consumer, as the Services are only offered to and designed for the purposes of business customers.

## 3 **Supply of Services**

- 3.1 PCL shall use reasonable endeavours to perform the Services on the dates set out in the Order but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.2 PCL shall supply the Services to the Client in accordance with the Order in all material respects.
- 3.3 PCL shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.4 PCL reserves the right to amend the details of the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.
- 3.5 PCL warrants to the Client that the Services will be provided using reasonable care and skill. PCL may select, replace or substitute individuals providing the Services at its sole discretion.

## PCL Training Terms and Conditions

- 3.6 The Services are limited to training and the Client is responsible for all decision-making regarding its approach towards personnel or candidates or any other decisions it may take following such training. PCL shall have no responsibility or liability in relation to the Client's acts or omissions resulting from, or its reliance upon, the Services.
- 3.7 PCL will endeavour to cover all the content outlined in the course information with reasonable skill and care and in accordance with practices consistent with the professional standards in the industry, but PCL accept no liability for failure to cover all or any part of that content, and reserve the right to vary the course content at any time.
- 3.8 Nothing contained in the course information or in PCL's materials relating to the course shall constitute a representation, condition or warranty by PCL that participants will achieve any objectives stated or otherwise achieve a particular level of knowledge or competence.
- 3.9 The Client acknowledges that opinions expressed by PCL's training providers are those of the individual providers and not necessarily PCL's.
- 3.10 For in person training:
- 3.10.1 any allergies, medical conditions or dietary requirements should be notified to PCL at the time of booking;
  - 3.10.2 course venues may be amended by PCL on written notice, and PCL shall not have any liability to the Client for additional travel costs; and
  - 3.10.3 attendees must seek permission from the trainer before taking any photographs or videos during any courses. Any photos and videos taken on the training course are solely for personal use and must not be published or shared with anyone else.
- 3.11 PCL reserve the right to cancel a course in the event that the relevant individual trainer is unavailable due to illness or any other unforeseen circumstances or for any other reason which is beyond PCL's reasonable control. In this situation every effort will be made to reschedule the course and if this cannot be done, PCL will refund the course fees in full. No payments will be made for participants' travel, accommodation, or administrative costs incurred as a result of any cancellation or rescheduling.
- 3.12 The Client may cancel or rearrange booked courses or events by written notice, subject to the following charges (calculated by reference to the cost of the relevant course or event) less any deposit already paid:

<b>Clear Business Days between receipt of written notice and start of course or event</b>	<b>Charge</b>
29 or more	0%
11-28	50%
10 or fewer	100%

- 3.13 Where a course or event is rearranged, the full cost of that course or event will still be payable in addition to the charge under clause 3.12.

# PCL Training Terms and Conditions

3.14 If a participant fails to attend a course or event without any notice the participant will be able to transfer to an alternative course or event but the full fee for that alternative course or event will be payable in addition and no refund will be given for the missed course or event.

## 4 Client's obligations

4.1 The Client shall:

4.1.1 ensure that the terms of the Order are complete and accurate;

4.1.2 co-operate with PCL in all matters relating to the Services and ensure that the Client (or any participants or delegates of the Client) complies with any terms of use and/or reasonable instructions of PCL (or of any venue at which the Services are taking place);

4.1.3 provide PCL with such information and materials as PCL may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and

4.1.4 comply with any additional obligations as set out in the Order.

## 5 Charges and payment

5.1 The Charges for the Services shall be as set out in the Order.

5.2 The Charges are conditional upon any assumptions and dependencies set out in the Order, and on the Client's compliance with the terms of the Contract. Any failure or variation in this respect may result in an increase in the Charges, which PCL shall notify the Client of in writing.

5.3 PCL shall invoice the Client following its acceptance of the Order.

5.4 The Client shall pay any deposit (which shall form part of the overall Charges) set out in the Order, on submission of the Order (or by such other time as the Order sets out). All deposits are non-refundable, and (if not yet paid) shall remain payable even in the event of the Client's cancellation or rearrangement under clause 3.12.

5.5 The Client shall pay any remaining balance of the Charges within 30 days of the date of PCL's invoice or not less than 28 days prior to the start of any applicable course (whichever is earlier).

5.6 The Client shall pay the Charges in pounds sterling and in full and in cleared funds to a bank account nominated in writing by PCL. Time for payment shall be of the essence of the Contract, any foreign exchange costs or other banking costs are the responsibility of the Client and the Client shall gross up any payments to account for these.

5.7 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by PCL to the Client, the Client shall, on receipt of a valid VAT invoice from PCL, pay to PCL such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.8 If the Client fails to make a payment due to PCL under the Contract by the due date, then, without limiting PCL's remedies under clause 9, the Client shall pay interest on the overdue

## **PCL Training Terms and Conditions**

sum from the due date until payment of the overdue sum, whether before or after judgment, at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998.

5.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

### **6 Intellectual property rights**

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by PCL. The Client and any course or assessment participants shall have no rights in or to such Intellectual Property Rights other than as provided for under the Contract.

6.2 PCL grants to the Client a worldwide, non-exclusive, royalty-free licence to use (for internal purposes) the Content (whether in electronic form, hard copy, through a presentation or otherwise) for the individual recipient's personal use only to supplement the course, subject to and conditional upon the Client (and its personnel):

6.2.1 treating such Content as PCL's confidential information;

6.2.2 not exploiting (or attempting to exploit) such Content for its own commercial purposes, or otherwise using (or attempting to use) them to replicate or reverse engineer the Services (whether internally or externally) or otherwise copying, altering or creating derivative works from the Content or providing or displaying them to third parties or attempting to assist any third party in gaining unauthorised access to them;

6.2.3 not recording or copying any course content (including through screenshots or screen recording) or otherwise conducting any text, data or content scraping or mining through any means;

6.2.4 not using PCL's names, logos or other Intellectual Property Rights in any way other than as permitted under the Contract without PCL's prior written approval

6.2.5 not removing, defacing or obscuring any notices or marks on the Content or attempting to circumvent any restrictions placed on use of the Content; and

6.2.6 subject to the Client's compliance with the Contract (including any obligations continuing after termination or expiry).

6.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.

6.4 The Client grants PCL a fully paid-up, non-exclusive, royalty-free licence to copy and modify any materials provided by the Client to PCL for the term of the Contract for the purpose of providing the Services to the Client.

### **7 Data protection**

7.1 Each party agrees to comply with all applicable data protection laws. The Client shall ensure that where it provides or makes available any personal data to PCL, that it does so in accordance with all applicable data protection laws and that it has a valid lawful basis for doing so (and where any consent is required for the disclosure or use of personal data in relation to the Services, the Client shall be responsible for obtaining this). The Client shall not, by its act or omission, cause PCL to be in breach of any applicable data protection laws.

# PCL Training Terms and Conditions

## 8 Liability

- 8.1 The limits and exclusions in this clause reflect the insurance cover PCL has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss. Where the Client requires any amendments to the limitations and exclusions set out in this clause 8, such amendments shall only take effect if expressly agreed in writing between the parties.
- 8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract (including under any indemnity), tort (including negligence), misrepresentation, restitution or otherwise.
- 8.3 Nothing in the Contract limits the Client's payment obligations under the Contract or any liability of the Client or PCL which cannot legally be limited, including liability for death or personal injury caused by negligence, and fraud or fraudulent misrepresentation.
- 8.4 Subject to clause 8.3 PCL's total liability to the Client shall not exceed the Charges paid by the Client under the Contract.
- 8.5 Subject clause 8.3, PCL shall not be liable for the following types of loss:
- 8.5.1 loss of profits;
  - 8.5.2 loss of sales or business;
  - 8.5.3 loss of agreements or contracts;
  - 8.5.4 loss of anticipated savings;
  - 8.5.5 loss of use or corruption of software, data or information;
  - 8.5.6 wasted costs or expenditure;
  - 8.5.7 loss caused by or relating to the Client's other third party service providers;
  - 8.5.8 loss caused by acts or omissions of the Client taken (or not taken) in reliance upon the Services;
  - 8.5.9 loss of or damage to goodwill; and
  - 8.5.10 indirect or consequential loss.
- 8.6 PCL has given commitments as to the Services in clause 3. In view of these commitments, all warranties, conditions and other terms implied by statute or common law, including without limitation those relating to fitness for purpose and non-infringement, are to the fullest extent permitted by law, excluded from the Contract.
- 8.7 Unless the Client notifies PCL that it intends to make a claim in respect of an event within the notice period, PCL shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 8.8 If the Client establishes to PCL's satisfaction that the Services have not been provided or do not comply with their description, PCL shall at its option, re-supply the Services affected or credit PCL the cost of the Service.

## PCL Training Terms and Conditions

8.9 If any third party brings or threatens a claim against PCL as a result of or in connection with the Client's breach of the Contract, the Client shall indemnify PCL against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by PCL arising out of or in connection with such claim.

8.10 This clause 8 shall survive termination of the Contract.

### 9 Termination and Cancellation

9.1 The Contract will continue (unless terminated earlier in accordance with the Contract) until all relevant courses under the Contract are completed, following which it shall terminate automatically without the need for notice. In any event however, any further Services or any additional courses provided will be subject to these Conditions, and a new Contract shall arise in relation to such.

9.2 PCL may terminate the Contract with immediate effect by giving written notice to the Client if:

9.2.1 the Client commits a material breach (including any failure to co-operate with PCL in a timely fashion) of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of the Client being notified in writing to do so;

9.2.2 the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

9.2.3 the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

9.2.4 the Client's financial position deteriorates to such an extent that in PCL's opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

9.2.5 the Client fails to pay any amount due under the Contract on the due date for payment.

9.3 PCL may suspend the supply of Services under the Contract or any other contract between the Client and PCL if:

9.3.1 the Client fails to pay any amount due under the Contract on the due date for payment;

9.3.2 the Client becomes subject to any of the events listed in clause 9.2.3 or clause 9.2.4, or PCL reasonably believes that the Client is about to become subject to any of them; and

## PCL Training Terms and Conditions

9.3.3 PCL reasonably believes that the Client is about to become subject to any of the events listed in clause 9.2.2.

9.4 The Client may terminate the Contract with immediate effect by giving written notice to PCL if PCL commits a material breach of any term of the Contract and fails to remedy that breach within 30 days of PCL being notified in writing to do so, together with details of such measures as the Client requires to remedy such breach and that failure to complete such measures will result in termination.

9.5 PCL may terminate the Contract on not less than 30 days' written notice.

### 10 Consequences of termination

10.1 On termination or expiry of the Contract:

10.1.1 the Client shall immediately pay to PCL all of PCL's outstanding unpaid invoices and interest and, in respect of Services supplied or costs incurred or committed to but for which no invoice has been submitted, PCL shall submit an invoice, which shall be payable by the Client immediately on receipt (and the Client acknowledges that, unless explicitly agreed otherwise in writing, PCL is entitled to incur or commit to any time spent or third party expenses relating to the Services from the point of commencement of the Services at its sole discretion); and

10.1.2 the Client shall return all of the PCL Materials and any Content (subject to clause 10.2). If the Client fails to do so, then PCL may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

10.2 Following termination or expiry of the Contract, the Client may (in each case subject to the restrictions set out in the Contract) retain training materials and handouts provided by PCL for training participants.

10.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

### 11 Confidentiality

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except that each party may disclose the other party's confidential information:

11.1.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and



## PCL Training Terms and Conditions

- 11.1.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.2 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations or exercise its rights under the Contract.
- 12 **Notices**
- 12.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered in person or by registered delivery service at its registered office or the address for that party set out in the Order; or sent by email to the address specified in the Order.
- 12.2 Any notice sent to PCL must be copied to admin@psychological-consultancy.com but sending a notice to such email address shall not affect deemed service under clause 12.3.
- 12.3 Any notice shall be deemed to have been received:
- 12.3.1 if delivered in person, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 12.3.2 if sent by registered delivery service at the time recorded by the delivery service; and
- 12.3.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume (and business hours means 9.00am to 5.00pm on a Business Day).
- 12.4 This clause 12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 13 **General**
- 13.1 **Force majeure.** PCL shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 13.2 **Assignment and other dealings.** PCL may at any time assign, subcontract or deal in any other manner with any or all of its rights and obligations under the Contract. The Client shall not assign, subcontract or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of PCL.
- 13.3 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Client acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. The Client agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 13.4 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## PCL Training Terms and Conditions

- 13.5 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy. PCL's rights under the Contract or at law may be exercised without prejudice to its other rights, and its rights of termination or suspension may be exercised in relation to the Contract in whole or in part.
- 13.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 13.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.7 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 13.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 13.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.