

## **Terms and Conditions**

Between:

International SOS Foundation  
Building 4, Chiswick Park  
566 Chiswick High Road  
London, W4 5YA  
United Kingdom  
(hereinafter called 'The Foundation')

and The Company,

(hereinafter called 'The Parties').

### **Definitions**

**Agreement:** Shall mean the contract formed by the Company's acceptance of this agreement on the terms set out. Completion of The Foundation's Booking Form by the Company shall constitute acceptance of these terms and conditions.

**Company:** Shall mean the entity listed on the Booking/Application Form.

**Commencement date:** Means the date on which the Course in which the Company or Participant has enrolled is due to commence.

**Confidential information:** Shall mean any information marked as confidential or reasonably understood as such disclosed by The Foundation to the Company or Participant.

**Participant:** Shall mean any employee, agent, officer or sub-contractor or any other individual associated with the Company who will participate in the Course as a delegate of the Company.

**Fee:** Means the sum paid by the Company to The Foundation for the Participants' participation in the Course as listed on the booking form attached to this Agreement.

**Intellectual Property:** Shall mean all information, know-how, results, designs, inventions, copyright material including computer software and databases, technical know-how, course materials and other matters capable of being the subject of intellectual property rights.

**Course:** Shall mean the training session in which the Participant is enrolled, to be provided by The Foundation and attended by the Participant.

**Course material:** Shall mean all documents provided by The Foundation in connection with the Course.

## **1. Course**

- 1.1. The Foundation shall deliver the Course in accordance with this Agreement and shall make all reasonable efforts to deliver the course in accordance with any brochure, information, website or seminar depicting the Course.
- 1.2. The Foundation reserves the right to make any reasonable amendments to the content, format, delivery, timetable and location of the Course. In the event that The Foundation decides to cancel or substantially alter the Course it shall make all reasonable efforts to notify the Company of such changes and shall make reasonable efforts to minimise any disruption thereby caused.
- 1.3. The Foundation shall make available to the Participants any materials, support, information technology and facilities that it deems necessary and appropriate for the Participant's enrolment in the Course.

## **2. Foundation Premises**

- 2.1. The Company shall ensure that the Participant complies with all instructions given by The Foundation whilst on the premises of The Foundation including any code of conduct, code of ethics, security, safety and acceptable use policies.
- 2.2. The Foundation does not accept any liability whatsoever for any loss or damage, howsoever caused, to the property of a Participant brought to the premises of The Foundation or any other location selected to deliver the Course.

## **3. Fee**

- 3.1. The Company shall pay the Fee for the Course before the earlier of the Commencement Date and within 30 calendar days of receipt of a valid invoice from The Foundation.
- 3.2. Failure to pay the Fee in accordance with Clause 3.1 above may result in the Participant not being admitted to start or continue on the Course.

## **4. Participant Obligations**

- 4.1. The Company shall procure that the Participant acts in accordance with the following:
  - 4.1.1. The Participant shall act in an appropriate manner at all times whilst at The Foundation in accordance with the rules and regulations of The Foundation and the Course, including as related to attendance, preparation and participation, as amended from time to time.
  - 4.1.2. Should the Participant be unable to take part in any part of the Course for any reason the Participant or the Company shall inform the Course administrator at The Foundation.
  - 4.1.3. The Participant shall comply with all applicable laws including but not limited to as relating to copyright, designs and patents.

## **5. Company's Obligations**

The Company acknowledges and agrees that the Course and any materials or information provided to the Company are for information purposes only and are not intended as a substitute for legal advice. The Company acknowledges and agrees that it is responsible for discharging any legal obligation it may hold. The Foundation does not accept responsibility whatsoever for any actions or omissions of the Company or any Participant in discharging any legal it may hold.

**6. Transfer**

- 6.1. Subject to clause 6.4 below, the Company may transfer their booking up to 42 days before the start of the Course at no extra cost. Any request for transfer must be made in writing and is subject to availability.
- 6.2. For the avoidance of doubt any transfer shall be restricted to a period of twelve months from the Commencement Date and may relate to either the Participant or the Course. Transfers to a course with a higher fee than the original Course (either a different course, or a future date where the course fee has been increased), will attract the higher fee.
- 6.3. If the Company wishes to transfer after the period specified in clause 5.1, and at any time up to the first day of the Course, the following scale of charges will apply:

Notice period	Booking fee charged %
0 - 41	0%
41 – 29	20%
28 – 15	35%
14 days or less	50%

- 6.4. The Company may only transfer their booking on one occasion only. If the Company wishes to make a transfer more than once, the Company shall be liable to pay The Foundation 100% of the original Course Fee (in addition to the Course Fee for the course the Company has transferred to). For the avoidance of doubt, the terms of this clause 5.4 apply to each subsequent transfer the Company makes following the first transfer.

**7. Termination by the Company**

- 7.1. The Company may terminate this Agreement by providing The Foundation with no less than 42 days written notice prior to the Commencement Date. Such termination shall not attract any cost to the Company and any Fee already paid in connection with the Course to The Foundation by the Company will be refunded.
- 7.2. Should the Company terminate this Agreement later than 42 days before the Commencement Date, the Company shall be liable to pay The Foundation the following percentage of the Course Fee:

Notice period	Booking fee charged %
42 days or more	0 %
41 – 29	25 %
28 – 15	50 %
14 days or less	100 %

- 7.3. Any Fee due following termination by the Company shall be paid within 30 days of receipt of an invoice from The Foundation.
- 7.4. For the avoidance of doubt The Foundation will pay no refund to the Company should the Company terminate this Agreement on or after the Commencement Date.

## **8. Termination by The Foundation**

- 8.1. The Foundation may cancel this Agreement by providing the Company with no less than 42 days written notice prior to the Commencement Date. In the event of such a cancellation The Foundation shall refund any Fees already paid by the Company to The Foundation for the Course.
- 8.2. The Foundation may also terminate this Agreement at any time should:
  - 8.2.1. The Company not pay any sum owed to The Foundation in connection with the Course in accordance with this Agreement;
  - 8.2.2. The Company commit a serious breach of this Agreement;
  - 8.2.3. The Participant or Company act in a manner, which the Dean considers detrimental to the interests of The Foundation;
  - 8.2.4. The number of Delegates on the Course be such that the Course is unsustainable in The Foundation's reasonable opinion.
- 8.3. Upon termination of this Agreement The Foundation shall be entitled to require the Participant to leave The Foundation's premises and return all Course Materials and delegate identification to The Foundation immediately.
- 8.4. This Company procures that the Participant complies with the obligations of clause 7.3.

## **9. Intellectual Property**

- 9.1. The Company agrees that the copyright and all other intellectual property rights in the Course and all Course Materials or developments thereof any any methodologies, processes, procedures, programs or systems used to create or deliver the Course are and shall remain the sole and exclusive property of The Foundation.
- 9.2. The Company undertakes that it shall not, and shall procure that any Participant does not:
  - 9.2.1. Copy nor permit the copying of Course Materials;
  - 9.2.2. Disclose or permit the disclosure of Course Materials to third parties;
  - 9.2.3. Use the Course Materials or elements thereof for running any other courses, seminars or trainings.

## **10. Confidentiality**

- 10.1. The Foundation shall keep confidential all information which The Foundation may obtain during the Course relating to the Company's business and will not during this Agreement or for a period of five (5) years thereafter disclose such information.
- 10.2. The obligation imposed by Clause 9.1 shall not apply to:
  - 10.2.1. Information known to The Foundation before disclosure by the Company;
  - 10.2.2. Information which becomes public knowledge without fault on the part of The Foundation;
  - 10.2.3. Disclosures made to the extent required by an applicable legal or regulatory obligation;
  - 10.2.4. That is developed by or on behalf of The Foundation by any person(s) who have not had any direct or indirect access to, or use or knowledge of, the Confidential Information imparted by the Company.

## **11. Exclusion of Liability**

- 11.1. Except where such liability cannot be waived or limited by applicable law, notwithstanding any other provisions in this Agreement to the contrary, each Party shall not in any way howsoever be liable towards the other Party for any of the following loss, damage or liability, howsoever arising from or in connection with the provision of the Course, including out of negligence or

willful default and whether or not each Party ought to have known that such damage would result:

- 11.1.1. any consequential loss, or damage, loss or injury of whatsoever nature which does not flow directly from the act or omission in question but only from a consequence or result of such act or omission;
- 11.1.2. loss or anticipated loss of profit, loss or anticipated loss of revenue and economic loss, whether or not flowing directly or indirectly from the act or omission in question;
- 11.1.3. business interruption, loss of use of any equipment, loss of contract or loss of business opportunity; or
- 11.1.4. exemplary, special, contingent, punitive or penal damages.

## **12. Notices**

- 12.1. Any notice to be given by either Party to the other shall be in writing and sent by email to the address of the other as provided by each Party from time to time.

## **13. Non-Assignment**

- 13.1. The rights and obligations of the Parties to this Agreement shall not be assigned, subcontracted or otherwise transferred without the prior written consent of the other Party.

## **14. Non-Competition**

- 14.1. The Foundation may provide the same type of services as described in this Agreement to a third party but The Foundation will not use the Company's Confidential Information to provide any such services.
- 14.2. In accordance with its obligations under clause 8.1(c) The Company shall not, and shall procure that its Delegates do not, provide any course, seminar or training which is the same as or similar to the services described in this Agreement.

## **15. Data Protection**

- 15.1. The International SOS Foundation does not sell or rent out Company and Participant personal information.
- 15.2. The Company agrees that personal data regarding the Company and Delegates may be processed by International SOS for various administrative, educational, sales, accounting and other purposes set out in here: <https://www.internationalsos.com/privacy>.

## **16. Force Majeure**

- 16.1. If either Party is obstructed in performing any of its obligations under this Agreement by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. The obstructed Party shall inform the other Party as soon as reasonably practicable of any such obstruction.

## **17. Entire Agreement and Amendments**

- 17.1. This Agreement constitutes the entire agreement between the Parties, and any representation made by either Party prior to the signing hereof shall be disregarded. Any amendments to this Agreement shall be agreed in writing by the Parties.