

1. Application

Unless otherwise agreed in writing, these terms and conditions will apply to contracts concerning the provision of IKM's Training Services at IKM's Aberdeen base.

2. Definitions

Affiliate(s) means in relation to an entity any enterprise directly or indirectly controlled by that entity, any enterprise that directly or indirectly controls that entity, or any enterprise under the same direct or indirect control as that entity.

Delegate means the individual who will attend the training Services

Commencement Date means the date of commencement of the Services.

Contract means the agreement contract for Services, between IKM and Client, consisting of the Order as accepted by IKM, these terms and conditions and any special conditions detailed in the Order and explicitly accepted by IKM.

IKM means IKM Testing UK Ltd

IKM Group means IKM, its affiliates, any subcontractors participating in the Services, and the employees of the aforementioned entities.

Client means the company, firm, Delegate, person or corporation ordering the Services.

Order means an individual purchase order received from Client with respect to the Services.

Personnel means in relation to any Party, all directors, officers, employees, contracted and agency personnel, consultants and temporary personnel.

Party means IKM or the Client, and Parties shall mean both IKM and the Client.

Booking means the booking process undertaken by the Client for the Services, which may include either, the receipt of an Order by IKM for Training or a booking for Training by Client via IKM's website.

Services or **Training** means the training services to be carried out by IKM Personnel as specified in the Contract, an Order, or Booking confirmation. Services may also refer to any additional services including but not limited to the issuance of any certification.

Site means any workplace where Services are carried out.

3. Basis of Contract

These terms shall apply to and be incorporated into the Contract and prevail over any inconsistent terms or conditions, or referred to, in the purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by Client, or implied by law, trade custom, practice or course of dealing.

4. Registration and Payment

On receipt of Client's Booking, IKM will issue a notification to Client confirming the Delegate's place for Training and in the case of a Booking through an Order, an invoice shall be submitted for immediate payment. If Client fails to make payment in accordance with this Clause 4, IKM reserves the right to refuse attendance and/or withhold any certification, in addition to its right to apply interest on any overdue amount.

In the event of a Booking made online, this will not be deemed complete until Client has made payment in full at the time of making the Booking.

Any joining instructions applicable to the Training shall be issued to the Delegate upon receipt of full payment by IKM for the Services.

5. Prices

The prices will be in GBP, exclusive of VAT and do not include any travel expenses, accommodation, transport or other direct extra costs IKM may incur in connection with the performance of the Services. Prices are inclusive of all exams and certification but do not include the costs for any exam re-sits nor re-training.

The prices may be subject to change at any time at IKM's sole discretion.

6. IKM's responsibilities relating to the Services

The Services shall be carried out in accordance with generally accepted techniques and practices used in the industry. IKM warrants that it has the necessary competence to carry out the Services in a professional manner and in accordance with applicable standards and norms, without giving any warranty that any result envisaged by the Client will be achieved.

IKM shall ensure that all Personnel are qualified, technically experienced and trained in the provision of the Services. IKM shall provide final certification or similar once all other Training has been completed.

Any assessment or evaluation of competency is not valid unless the assessment or evaluation of competence is verified by the Client using a qualified and trained verifier and in accordance with any applicable governing body.

To the extent any IKM Personnel completes an assessment or evaluation, such assessment or evaluation of competency is no guarantee or warranty of any future performance received from that person.

IKM shall keep itself informed of, and shall comply with, applicable laws and regulations having jurisdiction over the Services.

7. Clients responsibilities relating to the Services

If required and requested by IKM, Client is responsible for ensuring any proof of identification, proof of medical fitness or any other information relevant to Delegates (including but not limited to personal details, dietary requirements etc) is provided prior to the Commencement Date. IKM reserves the right to refuse Services to any Delegate who has not complied with the provisions of Clause 7, and IKM shall not accept any liability in the event of any missing information reasonably requested from the Client.

Client shall ensure its Delegates adhere to any directions given in joining instructions, or during the performance of the Services, in addition to complying with any health and safety policies relevant to the Site.

IKM reserves the right to refuse the provision of Services to any Delegate who does not adhere to any such instructions and IKM shall have no liability to Client in connection with such refusal.

8. Intellectual Property Rights

All rights in any intellectual property used, created or arising out of or in connection with the Services shall remain the sole property of IKM. The Client may not copy, reproduce or distribute, in part or in whole, any materials provided by IKM in connection with the Services except for the purposes of participating and completion of Training and/or on receipt of IKM's prior written consent.

9. Confidentiality

Each Party acknowledges and agrees that any information concerning the other's business, or the terms of the Contract is confidential. Each Party agrees that it shall not permit the duplication, use or disclosure of any such confidential information to any person.

10. Data Processing

Each Party undertakes to comply with any applicable data protection laws, including but not limited to, the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR"), and/or any corresponding or equivalent national laws or regulations, to the extent the Party processes any personal or sensitive data on behalf of the other.

Personal details supplied by Client to IKM will be used for administration purposes relating to the Booking, the attendance of the Training and the issuance of any certification.

For any Training accredited by a third party, personal data will be shared with relevant organisations to allow for certification to be lodged in the appropriate register.

Details provided by the Client, including a contact email address and/or mobile number, may be used to request feedback from the Client on the Services received or to keep the Client informed about any related Services provided by IKM. If the Client does not wish to receive any such communication, the Client shall inform IKM in writing within 21 days from Commencement Date.

11. Insurance

IKM shall maintain all necessary insurances for the Services as prescribed by the governing law.

12. Liability – Indemnity

IKM shall indemnify and hold harmless Client group against any and all claims, losses, costs, damages and expenses in respect of injury to or sickness, disease or death of any person employed by IKM group arising out of or in connection with the Contract from any cause whatsoever including but not limited to the negligence or breach of statutory duty of the Client group.

Client shall indemnify and hold harmless IKM Group against any and all claims, losses, costs, damages and expenses in respect of injury to or sickness, disease or death of any person employed by Client, and any loss of or damage to property owned or leased by the Client, arising out of or in connection with the Contract from any cause whatsoever including but not limited to the negligence or breach of statutory duty of IKM Group.

13. Consequential Loss

Subject to Clause 12 above, neither Party shall be liable to the other for any consequential losses or indirect losses and each Party shall defend, indemnify and hold harmless the other Party including without limitation, loss of profit, loss of goodwill, loss of revenue or turnover, or loss of opportunity arising out of or in connection with the Contract.

14. Force Majeure

Neither Party shall be considered in breach of any obligation under the Contract to the extent that fulfilment of their obligations has been prevented by Force Majeure. Force Majeure means any occurrence beyond the Parties' control; it could not have reasonably foreseen such occurrence at the time of entering into the Contract and could not reasonably have avoided or overcome it or its consequences.

15. Cancellation

Client may cancel the Services prior to the Commencement Date and receive a full refund, less 10% administration fee, provided the minimum notice period is giving in accordance with the following:

IKM run courses – 5 working days prior to Commencement Date
IWCF accredited courses – 5 working days prior to Commencement Date
ECITB accredited courses – 2 working days prior to Commencement Date

If a Delegate fails to attend or fails to complete the Training, or the Client does not adhere to the cancellation timeframes noted above, the Client will be liable for full payment of the Services, plus 10% administration fee.

IKM may cancel the Services for any reason upon providing a minimum 48 hours written notice to Client. In the event an alternative date is not available, Client shall be provided a full refund. IKM shall not be liable for any associated costs or expenses arising from cancellation of Services.

16. Transfer

Client may replace a Delegate with another at any time up to 48 hours prior to the Commencement Date by written notice to IKM, at no extra charge.

17. Termination

IKM shall have the right to terminate this Contract by written notice if Client: (i) becomes insolvent or stops its payments, or (ii) is in substantial breach of the Contract.

Upon such termination, Client shall immediately make payment to IKM for any outstanding monies due in connection with this Contract.

18. Assignment

Neither party may assign the Contract to a third party without the prior written consent of the other Party. Such consent shall not unreasonably be withheld.

19. Limitation of Liability

Notwithstanding any of the provisions herein, IKM's total liability for breach of Contract shall be limited to the price paid by the Client for the Services.

20. Governing Law and Jurisdiction

The Contract, and any non-contractual rights and obligations arising out of or in connection with it and its subject matter, shall be governed and construed in accordance with English law. Any dispute between the Parties that cannot be solved amicably shall be subject to the exclusive jurisdiction of the English Courts.

21. Intellectual Property Rights ("IPR")

Client acknowledges that the duplication and/or redistribution of information, data, or other intellectual property as gained through receiving the Services would cause harm to IKM. Client hereby agrees that any such duplication and/or redistribution

of any materials to any third party shall require prior written authorisation from IKM.

Except as otherwise expressly stated IKM or its licensors own all title, copyright and all other intellectual property rights (including without limitation, database rights, trade marks, patents, and designs (whether registered or unregistered) in all course materials. Client acknowledges that it does not own and shall not acquire any title, copyright or any other IPR in any course materials and the Client shall not modify, translate, adapt or otherwise amend the same otherwise than in accordance with applicable law.

22. General

Failure or delay by a Party to exercise its rights under the Contract, shall not constitute a waiver of the terms of the Contract.

If any provision of these terms is judged to be invalid or unenforceable by any court, such judgement shall not affect the other provisions in the Contract which shall remain in full force and effect.

These terms and conditions may only be varied or amended by written agreement between both Parties.