

Section 3 – Standard Terms and Conditions for the Supply of Voice Communications Training

<p>1. Interpretation In these terms and conditions: Agreement: means the agreement for Benchmark Training Ltd to provide Services to the Client as set out in these Conditions; Client: means the party to whom Benchmark Training Ltd has agreed to provide the Services; Conditions: mean these terms and conditions; Correspondence Address: means the correspondence address of Benchmark Training Ltd as stated on the booking form as otherwise indicated; Benchmark Training: means Benchmark Training Ltd whose registered office is: 58 – 60 Berners Street, London, W1P 4JS; Services: means such training services referred to in Benchmark Training Ltd published material, as Benchmark Training has agreed to supply to the Client.</p> <p>2. Supply of Services 2.1 All services supplied by Benchmark Training to the Client shall be supplied subject to these Terms & Conditions. Any changes or additions to the Services or the Conditions must be agreed in writing between an authorized officer of Benchmark Training and the Client. 2.2 When the Client places an order for the Services, the Client will be required to complete the booking form within three days of a telephone/fax/email booking and return it along with full payment to Benchmark Training Ltd, Furze House, Westbrook, Gillingham, Dorset, SP8 5DT. Payment should be made by cheque with the booking unless alternative arrangements have been agreed in advance. Benchmark Training will confirm the booking in writing and send a pro-forma invoice to the Client, or if using a valid Purchase Order an invoice will be raised accordingly. 2.3 Benchmark Training will supply the Services in accordance with its current literature, website or other published information subject to these Conditions. 2.4 If an insufficient number of bookings are received for any course, Benchmark Training reserves the right to cancel that course with two weeks notice. Either a full refund of the charges paid will be given or the clients personnel will be booked onto an alternative mutually agreed course. Benchmark Training also reserves the right to cancel any course and make a full refund of the charges paid where Benchmark is unable to provide the course due to circumstances beyond its reasonable control. 2.5 Ensuring the notification and attendance of designated personnel at scheduled training events shall remain the sole responsibility of the Client.</p> <p>3. Payment and Charges 3.1 The Client shall pay any amounts due to Benchmark Training Ltd as detailed in the Current Published Price List in accordance with these Conditions promptly without any deduction, withholding or set-off. 3.2 All charges must be paid in advance at the time of booking in accordance with section 2.2 of these Conditions, unless a valid Purchase Order is supplied with the booking form, or special arrangements have been agreed with an authorized person within Benchmark Training Ltd.</p> <p>4. Venues 4.1 For In-House courses, customers accept the responsibility to provide an appropriate venue for the delivery of the training. Benchmark Instructors require a screen or wall to project onto, power supply, and room for laptop and other presentation equipment. 4.2 Benchmark Training can also provide courses at their own venue in Moreton-in-Marsh by prior arrangement, the booking form should be completed accordingly.</p> <p>5. Warranty & Limitation of Liability 5.1 Benchmark Training warrants to the Client that the Services will be provided using reasonable skill and care. 5.2 Where Benchmark supplies any goods in connection with the Services, Benchmark does not give any warranty as to their quality or fitness. 5.3 Except in respect of death or personal injury caused by Benchmark Training's negligence, or as expressly provided in these Conditions, Benchmark shall not be liable to the Client for any losses, damages, costs or other liabilities of the Client whether direct or indirect or consequential including but not limited to any loss of profit or other economic losses which arise out of or in connection</p>	<p>with the Services. The aggregate liability of Benchmark (except in the case of death or personal injury as referred to above) arising as a result of these Conditions shall not exceed the amount paid by the Client to Benchmark Training in respect of the Services from which the liability arose.</p> <p>6. Intellectual Property Any intellectual property rights including copyright arising from or in connection with the Services shall, unless otherwise agreed in writing with the Client, belong to Benchmark Training Ltd.</p> <p>7. Termination Benchmark Training reserves the right to terminate the Client's, or Client's representatives, attendance at any training course in the event that the Client or representative behaves in a manner which is deemed in the reasonable opinion of Benchmark Training to be unacceptable.</p> <p>8. Rights of Cancellation 8.1 If the Client gives at least 14 days notice in writing prior to the arranged date of the course, then Benchmark will consider a full refund or an alternative course date. 8.2 If the Client gives between 7 days and 14 days notice in writing then Benchmark will consider a 50% refund of the fee paid or where possible an alternative course date will be offered. 8.3 No refund will be given and no alternative date will be available with less than 7 days notice of cancellation. 8.4 Non-attendance will require full payment of the course fee.</p> <p>9. Certificates & Replacement Certificates 9.1 Benchmark Training will provide a certificate of attendance to all Clients who successfully complete the full course. 9.2 Replacement certificates can be arranged and will be charged at cost plus an administrative fee.</p> <p>10. Notices All notices hereunder shall be in writing and: 10.1 If given or made by letter sent by first class pre-paid post, and if applicable, by airmail, shall be deemed to have been given 24 hours (in the case of domestic post) and 72 hours (in the case of airmail) after being posted and in proving such service it shall only be necessary to prove that the notice was properly addressed stamped and posted. 10.2 If given or made by facsimile or e-mail transmission shall be deemed to have been given or made when sent unless the notice was sent after 5.00pm on a business day or on a day other than a business day in which case it shall be deemed to have been given or made at 9.00am on the next business day of the addressee after it was sent. 10.3 Shall be given at the respective address of the other party or at such other address as the other party may have notified in writing as its address from time to time.</p> <p>11. Severance 11.1 If any provision of these Terms & Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the contract, and the validity and enforceability of the other provisions of the contract shall not be affected. 11.2 If a provision of these Terms & Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.</p> <p>12. Rights of Third Parties A person who is not a party to these Terms & Conditions shall not have any rights under or in connection with them.</p> <p>13. Acceptance Completion and signing of the booking form signifies the Client's Acceptance of these Standard Terms & Conditions.</p>
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