

TERMS and CONDITIONS

These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the Seller and Buyer with reference to the services to which this contract relates. Without prejudice to the generality of the foregoing, the seller will not be bound by any standard conditions or printed terms furnished by the buyer in any of its documents, unless the Buyer specifically states in writing separately from such terms that it intends such terms to apply and the Seller acknowledges such notification in writing.

DEFINITIONS

"Seller" shall mean Ai Training Services Ltd. A Company limited by guarantee (registered in England under number 3219232) and whose registered office is situated at Unit A5, Lakeside Business Park, South Cerney, GL7 5XL.

"Buyer" shall mean the individual, organisation or company purchasing the Goods or Services from the Seller.

"Contract" shall mean the Contract between the Seller and Buyer for the purchase and sale of Services and/or Goods (if appropriate).

"Conditions" shall mean the standard terms and conditions of sale set out in the Seller's confirmation of order and includes any special terms and conditions agreed in writing between the Buyer and the Seller.

"Goods" shall mean the goods (if any) which the Seller is to supply in accordance with the Conditions to the Buyer.

"Services" shall mean all services to be provided as directed by the Buyer in accordance with the Conditions.

VARIATION

Neither the Buyer nor the Seller shall be bound by any variation, waiver of, or addition to these Conditions except as agreed by both parties in writing and signed on their behalf.

DESCRIPTION

The description of the Services has been given by way of identification only and the use of such description shall not constitute a sale by description.

QUOTATIONS

The validity of any, quotation is limited to a period of 30 days from its stated date unless specifically stated in the quotation.

PRICE

- a) All quotations and estimates issued by the Seller are, unless otherwise stated, based upon the costs ruling at the date of the quotation and do not include the cost of travel, meals and accommodation unless otherwise specified in the quotation.
- b) Where the seller is required to deliver services (courses) at the buyer's premises, the buyer may be required to provide the seller's trainer with accommodation and meals. Where the buyer is unable to provide accommodation and meals the seller will add the cost to the invoice.
- c) Any variation to the prices quoted as a result of government taxes and levies will be added to the relevant invoice(s).
- d) Any variation to the price caused by Awarding Bodies altering their fee structure will be added to the relevant invoice(s).
- e) We reserve the right to vary prices during the year.

PAYMENT

Payment shall be made by the Buyer within 30 days following the delivery date of the Goods or Services supplied by the Seller. A deposit may be required.

Payment in Pounds Sterling

If the buyer chooses to pay for goods or services by Credit Card, the Seller will make a surcharge of 2.5%.

VAT

VAT will be added at the appropriate rate and paid by the Buyer.

POSTPONEMENT

- a) In the event of postponement of the agreed commencement date by the Seller, an alternative date shall be offered to the Buyer and this shall be the full extent of the Seller's liability.
- b) In the event of, postponement of the agreed commencement date by the Buyer the Seller reserves the right to charge the Buyer a fee as follows:

within 7 working days of the commencement date 20% of the price.

In any case, any financial outlay undertaken by the seller in relation to the event, materials for the event and trainers costs in attending the event which cannot be recovered.

Notification of postponement is taken from the date on which written notification is received by the Seller.

CANCELLATION

- a) In the event of cancellation of the agreed commencement date by the Seller a full refund of any monies paid by the Buyer to the Seller, shall be made to the Buyer and this will be the full extent of the Seller's liability.
- b) In the event of cancellation of the agreed commencement date by the Buyer, the Buyer shall be liable to the agreed price as follows:

Between 28 and 7 working days of the commencement date, 50% of the price,

Less than 7 working days prior to the commencement date 100% of the price.

In any case, any financial outlay undertaken by the seller in relation to the event, materials for the event and trainers costs in attending the event which cannot be recovered.

Notification of cancellation is taken from the date on which written notification is received by the Seller.

FORCE MAJEURE

Neither party shall be liable to the other by of any delay in performance or non-performance to the extent that such delay or non-performance is due to force majeure including but not limited to strikes, lock-outs other industrial action, acts of God, accident, explosion, civil war, terrorist acts, transport delay or loss or damage to equipment.

If the force majeure in question prevails for a continuous period in excess of 90 days the parties shall enter into bona fide discussions with a view to alleviating its effect or agreeing on some alternative arrangements as may be fair or reasonable.

TERMINATION

In the event of any proceedings in bankruptcy, insolvency or winding up by or against either the Seller or the Buyer, or in the event of the appointment of an assignee for the benefit of creditors, or of a receiver or if the Buyer or the Seller suffers any similar action consequence of a debt then the other party shall have the right to terminate this agreement.

LAW

The laws of England shall govern the Contract and any dispute arising under or in connection with the contract shall be subject to the jurisdiction of the English courts.

INVALIDITY

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

Courses we run in partnership with other organisations may also be subject to those organisations terms and conditions

Any prices shown in this directory were correct at the time of going to press. The vendor's reserve the right to alter the price shown from that displayed in this directory.