

Terms and Conditions

In these Terms and Conditions "GPT" means Geopace Training operating from The Rufus Centre, Steppingley Road, Flitwick, Bedfordshire, and the "Client" means the person firm or company for whom GPT is providing the services. GPT's confirmation will be deemed to bind the Client to these terms and conditions and no services shall be performed by GPT except in accordance herewith. In the case of any conflict between these conditions and those of the Client, these conditions will prevail. No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by an authorised representative of GPT shall add, vary or waive any of these Conditions

1 Definitions

In this Agreement the following expressions shall, save where the context otherwise requires, have the following meanings:-

"Course" means: the phlebotomy training course set out in GPT's booking confirmation together with any other services which may be agreed upon by the parties from time to time.

"Fee" means the sum of set out in GPT's booking confirmation to be charged by GPT for the provision of the Course.

"Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any act of God, fire, act of government or state, war, civil commotion, insurrection, strike, lock-out or other form of industrial action)

2 Provision of the Course

2.1 GPT shall allocate sufficient resources in order to provide the Course to the Client and shall, at all times, carry out the provision of the Course with reasonable care and skill.

2.2 Provision of the Course by GPT shall, as far as GPT is able, be in accordance with any dates and times specified in GPT's confirmation but time for performance shall not be of the essence of the contract and GPT reserves the right to alter the date, time or venue of the Course. GPT shall not be liable for any delays howsoever caused.

2.3 GPT reserves the right to cancel a Course or terminate a student's participation from a Course in the event that:

2.3.1 the students English language skills are insufficient; or

2.3.2 The student is late attending the Course; or

2.3.3 the student does not participate satisfactorily in the Course; or

2.3.4 by reason of the students conduct GPT believes that the student is not capable of satisfactorily completing the course.

2.4 If GPT exercises its rights to cancel a Course pursuant to clause 2.3 before commencement of the Course then a full refund of the Fee paid by the Client shall be made but if GPT exercises its rights to terminate a student's participation in a Course once the Course has commenced then no refund of the Fee shall be made.

2.5 Upon successful completion of the Course GPT will issue the student with a Certificate of Completion in Phlebotomy which shall be either issued to the Client on completion of the course or sent to the Client within 14 days of completion.

3 Fee

3.1 In consideration of GPT providing the Course to the Client, the Client shall pay to GPT the Fee. The fee is payable immediately upon the client booking the course and is non-refundable if the booking is cancelled within 6 weeks of the course date. Where a booking is cancelled between 6 and 12 weeks of the course date then the Client shall be eligible for a refund of 50% of the Fee. Where a booking is cancelled with more than 12 weeks notice then the booking may either be rescheduled with no additional Fee, or cancelled with an administration charge of 20% of the Fee.

3.2 In addition to the amount payable, the Client shall, on provision by GPT of a valid tax invoice, pay any Value Added Tax, where applicable, properly payable on the invoice.

3.3 In the event that the Client fails to make payments in accordance with the provisions of this Clause 3 GPT shall be entitled, without prejudice to any other rights it may have, to suspend the provision of the Course (in whole or in part) without liability until payment in full of all outstanding sums has been made.

4 Confidential Information - Engagement of Employees and E-mail Communications.

4.1 The parties recognise that it may be necessary for one party to disclose to the other information of a proprietary or confidential nature. Each party agrees to treat as confidential and not at any time for any reason, except with the approval of the other party to disclose or permit to be disclosed to any person or otherwise make use of any such proprietary or confidential information including but not limited to information relating to the parties, business affairs or finances or any such information relating to any subsidiary, supplier, customer, or client of the disclosing party.

4.2 The restrictions contained in clause 4.1 shall cease to apply to information which:

4.2.1 is available (otherwise than through the default of the provisions of clause 4.1 above) to the public generally at the time of disclosure.

4.2.2 is acquired from a third party (other than agents, employees, representatives or persons acting on behalf of the other party) having a bona fide right to disclose such information or is required to be disclosed by law.

4.3 Each party undertakes to safeguard all records of the other party whether in writing or in the form of electronic data. All such records will remain the exclusive property of the disclosing party.

4.4 Each Party hereby agrees not to employ or otherwise engage any person who is an employee of, or consultant to, the other party for a period of 12 months following the expiry or termination of this Agreement.

5 Intellectual Property

5.1 The Parties hereby agree that ownership of all Intellectual Property Rights subsisting in any documentation, course notes or other training materials which have been developed by GPT are owned absolutely by GPT and the Client shall not make any copies or reproduce the documentation, course notes or training materials howsoever and shall not provide copies of the training materials or documentation to any third party.

6 Warranties and Limitation of Liability

6.1 GPT warrants that it shall provide the Course in a timely manner, with reasonable care and skill and to the best of its ability.

6.2 GPT shall not be liable, whether by way of indemnity or by reason of breach of contract, tort or breach of statutory duty or in any other manner for any consequential or indirect loss of whatever nature suffered by the Client or for special damages, or loss of profit or of any contract but nothing in this clause shall be construed as limiting or excluding the GPT's liability for death or personal injury resulting from its negligence.

6.3 GPT's aggregate liability to the Client whether in contract, tort or breach of statutory duty in respect of any and all loss or damage suffered or incurred by the client shall not exceed a sum equal to the Fee paid in respect of the Course.

6.4 The Courses provided by GPT gives no guarantee or warranty that successful completion of any or its Courses will result in the employment or engagement of the Client as a phlebotomist.

7 Status

7.1 The relationship of GPT to the Client will be that of independent contractor and nothing in this Agreement shall create, or be deemed to create, a partnership, a joint venture or the relationship of principal and agent or employer and employee between the parties.

8 Term and Cancellation

8.1 This Agreement shall come in to force on the day that GPT confirms the booking and shall continue until the Course has been provided by GPT unless or until terminated by either party pursuant to the provisions of this clause 8 of the Agreement.

8.2 GPT may reschedule a Course date or venue by giving not less than 5 days written notice to the Client.

8.4 If the Client wishes to cancel or reschedule a Course once the Course has been confirmed by GPT, then it must do so by written notice and with due reference and application of Clause 3.1 of these Terms and Conditions.

9 Plagiarism

9.1 The client must ensure that any course work submitted to GPT is their own work and has not been copied from any third party or other source. In the event that the client plagiarises any third party materials then GPT shall advise the Client that it has failed the Course and shall impose a financial penalty on the Client. Where these circumstances arise GPT does not give any warranty or guarantee that the Client shall be entitled to re-submit any course work.

10 Force majeure

10.1 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, and if such party gives written notice thereof to the other party specifying the matters constituting force majeure, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

11 Notices

11.1 Any notice required to be given hereunder by either party to the other shall be in writing and shall be served by sending the same by registered or recorded delivery post to the address of the other party as given herein or to such other address as that party may have previously notified to the party giving notice as its address for such service.

11.2 All notices documents communications and any other data to be provided under this Agreement shall be in the English language unless otherwise agreed.

12 Governing law and disputes

12.1 The construction validity and performance of this Agreement shall be governed in all respects by English Law and any litigation arising in any way out of or affecting this Agreement shall be subject to the exclusive jurisdiction of the English courts.