

Terms and Conditions of Business End Users

1. Definition

In these Terms and Conditions the following definitions apply.

The Solution is any combination of services provided by The Company including consultancy or fulfilling a recruitment and / or training packages through its Suppliers.

End User means the organisation procuring The Solution

Booking Form means the Company's standard Booking Form setting out details of The Solution.

Client means the End Users Organisation, Company or Person who has the authority to sign a Booking Form at the time of a booking.

Company means in2rail ltd Registered Office, 112 St Marys Road Market Harborough Leicestershire LE16 7DX. Company Registration Number 06763351.

Supplier means a Qualified member of the Company's Supplier Management Programme.

Event means components of The Solution.

Delegate means individual, named or otherwise, booked to attend an Event.

Contract means a contract signed by both the Company and the End User for the delivery of The Solution.

2. General

2.1 These Terms and Conditions are confirmed as accepted by the End User once the End User has completed and signed a Booking Form or signed a Contract for the supply of a Solution by the Company. The Company will be provided by the End User an exclusive 30 day period from the date on the Booking Form to resource and quote for The Solution.

3. Payment

3.1 Invoices from the Supplier for the provision of the training element of The Solution will be collated by the Company and presented to the End User at the cost price obtained by the Company 30 days before the Event is due to commence.

3.2 Invoices from the Supplier for the provision of the recruitment element of The Solution will be collated by the Company and presented to the End User at the cost price obtained by the Company within one week of the Delegate commencing employment.

3.3 All invoices are due for payment directly to the Company before the commencement of a training Event or within 14 days of invoice for the provision of recruitment services.

3.4 Where assistance in funding The Solution is being provided by the Company, Events will not commence until adequate funding is available to cover the costs. This funding when obtained will be paid directly to the Company to procure the Suppliers services.

3.5 The Company will then pay the Supplier's the cost of The Solution.

3.6 Agreed fees in respect of consultancy work are invoiced at the time of exchange of Booking Form and are payable within 30 days of the invoice date.

3.7 The Company reserves the right to charge interest at 2% per month on unpaid/late paid invoices. Interest will apply both before and after a court judgment. In addition, the Client shall pay all costs and disbursements incurred by the Company in recovering invoices paid late.

3.8 Booking of additional Delegates is welcome subject to Event availability and invoices will be rendered as per Clause 3.1.

3.9 Delegates may not be admitted if invoices are unpaid by the date of the Event.

3.10 The Company reserves the right to review the cost of Events depending on demand or unforeseen costs incurred.

3.11 All charges quoted include VAT, which will be chargeable at the prevailing rates.

4. Transfer of Delegates

4.1. Transfers will be assessed based on the availability of the resources within the Supplier's and the End Users to deliver The Solution. Delegates and End Users will be clearly named on The Booking Form and will have received confirmations from the Supplier regarding the date and time of the Event. It can not be guaranteed that they can be transferred to an Event of the same title on a different date or be transferred to a different Event on a different date or a different Event on the same date. Delegates transferred to another Event and subsequently cancelled by the End User are subject to cancellation fees as per the original Booking Form.

4.2 All amendments and requests to transfer must be made in writing to pm@in2rail.co.uk.

4.3 A request for transfer is required at least 15 days before commencement of The Solution for bookings valued at £1000 and below. Requests made with less than 15 days left will be treated as a cancellation and the full cost of The Solution will be incurred and paid by the End User.

4.4 A request for transfer is required at least 30 days before commencement of an Event valued above £1000. Requests made with less than 30 days will be treated as a cancellation and the full cost of The Solution will be incurred.

4.6 The transfer of Delegates for recruitment Events will be assessed based on the availability of the Delegates however the End User will be liable for any costs incurred by the Company in arranging the Event.

5. Cancellation of Delegates / Events

5.1 All cancellations to Bookings must be made in writing by the Client to pm@in2rail.co.uk.

5.2 For cancellations made between 90 and 31 days prior to the date of the Event 25% of the full cost of the training Event within The Solution will be charged.

5.3 Cancellations 30 days or less prior to the date of the Event, the full cost of the training Event within The Solution will be charged.

5.4 Delegates named on a booking form who do not subsequently turn up for the Event will still be invoiced.

5.5. Commitment to clause 3.3 will generate a thirty day full money back guarantee from start date for Delegates employed through the recruitment Suppliers.

6 Event Cancellation

6.1 The Company will endeavour to run all Events but due to unforeseen circumstances within the Company's Suppliers it may be necessary to reschedule or cancel a particular Event. In such cases the Company will not accept any consequential liability irrespective of notice given.

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6.2 In the event of the Client's cancellation of any development or consultancy assignment prior to the completion of the Event, fees will be chargeable at the daily rate for any development and preparation costs incurred by the Company and agreed by the End User up to the date of receipt of written notice of the cancellation. Any such costs will be invoiced on receipt of notice and will be due within 30 days of invoice.

6.3 The Company will use reasonable endeavours to refund or reschedule Clients when Events are cancelled.

7. Accommodation

7.1 Any accommodation and meals provided by the Supplier are charged at the current rates and are invoiced as per Clause 3.

8. Indemnity

8.1 The Client and Suppliers shall indemnify and hold harmless the Company for any claim resulting from injury to persons and damage to third party property except as a direct result of the negligence of the Company or its employees. The Company shall not be liable for any financial, economic or consequential losses of any kind that may be incurred by the Client either directly or indirectly in the performance of the Contract and the delivery of the Event. In any circumstance the maximum liability of the Company shall not exceed the value paid for the services.

9. Copyright

9.1 The Company will retain the ownership and sole rights to the copyright of any material produced for the purpose of The Solution and no part of such material may be reproduced or transmitted in any form by any means unless so authorised by a Director of the Company.

9.2 All copyright, design rights and other intellectual property rights belonging to the parties at the onset of Solution will remain the property of the respective party. Rights in any work during the course of the Event will remain the property of the Company unless expressly agreed otherwise in writing by a Director of the Company.

10. Recruitment

10.1 In the event that the Client makes any offer of employment to, or arrangement to take services from any employee of the Company or the Supplier this will be classed as consultancy and a price will be agreed between the End User, Supplier and Client based on The Solution being provided by the Company and will be invoiced as per Clause 3.

11. Entire Agreement

11.1 These Terms and Conditions apply to any Solution offered by the Company.

11.2 If there is any conflict between these Terms and Conditions and any others then these Terms and Conditions shall prevail unless expressly otherwise agreed in writing by a Director of the Company.

12. Jurisdiction

12.1 These Terms and Conditions of Business shall be interpreted in accordance with English Law and the parties agree to submit to the jurisdiction of the English Courts.