

Terms and Conditions of Business Supplier

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.

Purchase Order means the Company's standard Purchase Order 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 Supplier once both parties have exchanged a completed and signed Purchase Order detailing the Events or signed a Contract for the delivery of The Solution by the Supplier.

3. Payment

3.1 Following notification by the Company of a required Solution, the Supplier will advise the Company of their ability to complete an Event based on cost and availability of resource.

3.2 The Company will present the cost price inclusive of VAT to the End User at the cost price obtained by the Company from the Supplier.

3.2 The End User will then independently select based on cost, availability and quality which Supplier will be used to deliver the Events.

3.3 Those Suppliers successfully selected to host an Event will be notified with a Purchase Order signed by the Company which will be returned signed by an authorised representative of the Supplier.

3.4.1 Invoices for the provision of training Events will be sent by the Supplier to the Company 45 days before the Event is due to commence with a copy of the Purchase Order.

3.4.2 Invoices for the provision of recruitment Events will be sent by the Supplier to the Company on the day that the delegate commences employment with the Client with a copy of the Purchase Order.

3.5 The Company will pay the Supplier the full value of the invoices in 3.4.1 within 30 days of the end of the Event. Those invoices presented within 3.4.2 will be paid within 30 days of invoice date.

3.6 The Company will retain as payment for the Suppliers inclusion in the Event 15% of the revenue generated through the Suppliers contribution to The Solution. All charges will be subject to VAT, which will be chargeable at the prevailing rates.

3.7 The Company and its representatives will not accept any other forms of payment other than that directly listed in 3.6.

3.8. Where assistance in obtaining qualification for the Supplier to either access funding to run or gain qualification to run an Event to contribute to The Solution any Events will not commence until adequate funding is available to cover the costs or qualification has been gained. This funding when obtained will be paid directly to the Company to procure the Suppliers services.

3.9 The Company has the right to withhold payment from the Supplier as final settlement of the cost of the Event if the End User is not content with the delivery until the point that the Supplier has used reasonable endeavours to complete their commitment to the Event to the End Users satisfaction resulting in repeat business from that End User for the Company's services in the future.

3.10 Suppliers must at all times be deemed Qualified on the Company's Supplier Management Programme to obtain notifications and subsequently provide quotes and deliver Events as part of the Company's Solution to End Users.

3.11 End Users booking additional Delegates is welcomed subject to Event and resource availability and invoices will be rendered as per Clause 3.4.1 and 3.4.2.

3.12 The Company reserves the right to the future review of percentage of the payment depending on demand or unforeseen costs incurred. At least six months notice will be provided of any proposed changes to Suppliers from the Company.

3.13 All Supplier invoices will be paid with VAT, which will be chargeable at the prevailing rates.

4. Delegates

4.1. Delegates and End Users will be clearly named on The Purchase Order and will receive confirmations from the Supplier regarding the date and time of the Event to the End Users representative or the Delegate directly. These confirmations will also be made available to the Company and sent to the End User at least seven days prior to an event where possible.

4.2 Requests to transfer Delegates by End Users will be assessed based on the availability of the resources within the Suppliers and the End Users to deliver The Solution. It will 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 will be subject to cancellation fees as per the original Purchase Order.

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

4.3 A request for transfer will be made 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 Company.

4.5 A request for transfer will be made 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 and paid by the Company.

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5. Cancellation of Events by the Company

- 5.1 All cancellations to Bookings will be made in writing by a Director of the Company to the Supplier.
- 5.2 For cancellations made between 90 and 31 days prior to the date of the Event 25% of the full cost will be paid by the Company to the Supplier.
- 5.3 Cancellations 30 days or less prior to the date of the Event, the full cost will be paid by the Company to the Supplier.
- 5.4 Delegates named on a Purchase Order who do not subsequently turn up for the Event can still be invoiced.
- 5.5. In the event of the 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 Supplier and agreed by the Company up to the date of receipt of written notice of the cancellation as per the Purchase Order. Any such costs will be invoiced on receipt of notice and will be due within 30 days of invoice.

6. Event Cancellation by the Supplier

- 6.1 The Supplier will endeavour to run all Events which have been booked but the Company understands that due to unforeseen circumstances within the Suppliers and the End Users 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 other than those as per Clause 5.

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 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 End User or Supplier 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 Event.

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 The 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 Supplier this will be classed as consultancy and a price will be agreed between the End User, Supplier and Company based on The Solution being provided that will be invoiced as per Clause 3.

11. Entire Agreement

- 11.1 These Terms and Conditions apply to any Solution offered by the Company and being delivered by the Supplier.
- 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. Confidentiality

- 13.1 By agreeing a Contract both the Company and the Supplier understand that Confidential Information will need to be shared.
- 13.2 Both the Company and the Supplier acknowledge that any such information is given in confidence and for the sole use in relation to the Contract and is to be treated as Confidential Information.
- 13.3 Both the Supplier and the Company undertake at all times to keep in complete and strict confidence (and ensure that their officers, employees, professional advisers and agents shall keep in complete and strict confidence) all Confidential Information received, neither disclosing nor divulging any of the Confidential Information without the express prior written consent of the other Party except to such officers, employees, professional advisers and agents to whom such disclosure is strictly necessary for the purpose of their duties and only then to the extent necessary. Neither the Supplier or the Company will use or permit the use of any of the Confidential Information for commercial or competitive purposes or any purpose other than for the delivery of the Contract.

13. Jurisdiction

- 13.1 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.