

QWARIE LTD FRAMEWORK CONTRACT FOR THE SUPPLY OF A PUBLIC TRAINING SERVICE

Table of Contents

1. Introduction.....	2
2. Definitions.....	2
3. Interpretation.....	4
4. The Purchase Process & Formation of the Contract.....	5
5. Rights and Obligations of the Supplier.....	9
6. Rights and Obligations of the Customer.....	10
7. Fees, Payment Terms and Conditions.....	12
8. Breach of Contract and Remedies.....	13
9. Intellectual Property Rights.....	14
10. Confidentiality.....	14
11. Data Protection.....	15
12. Warranty.....	15
13. Limitation of Liability.....	16
14. Insurance.....	17
15. Cancellation.....	17
16. Termination.....	18
17. Consequences of Termination.....	18
18. Force Majeure.....	18
19. Assignment and Subcontracting.....	19
20. Notices.....	19
21. Waiver.....	19
22. Severance.....	20
23. Relationship between the Parties.....	20
24. Third Parties.....	20
25. Variation & Versioning.....	21
26. Validity & Entire Agreement.....	21
27. Governing Law, Jurisdiction and Dispute Resolution.....	22

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1. Introduction

(a) This Framework Contract shall set out the Terms and Conditions pertaining to the supply of Public Training Services by the Supplier.

(b) This Framework Contract shall be provided by the Supplier, in advance of the Parties entering into any agreement, so that the Customer shall have the opportunity to read, understand and accept the Terms and Conditions of the supply of Service, and all rights and obligations within this Framework Contract, prior to placing an Order.

(c) This Framework Contract shall rely upon further documentation set out in <https://www.qwarie.com/documents>

2. Definitions

In this Framework Contract, the following definitions shall apply:-

Acceptance: of an Order remitted by the Customer to the Supplier, where the Supplier might specify a term, and estimate or quote, a Fee for the Service.

Confidential Information: see section 10 of this Framework Contract.

Contract: as differentiated from this Framework Contract, so that each Order for Service shall create a Contract with its own terms and conditions. See section 26 of this Framework Contract.

Course: a Training Service that is delivered by the Supplier at a location provided by the Supplier and attended by Delegates.

Course Materials: printed and other material provided by the Supplier to the Delegates attending a Course, for the purpose of aiding the performance of the Service.

CRM: the Customer Relationship Management system. An on-line environment, provided by the Supplier, that is dedicated to the Customer and protected by password.

Customer: an individual or legal entity to whom Services are provided by the Supplier.

Customer Default: see clause 6.3 of this Framework Contract.

Customised Service: a Training Course that is specified by the Customer, using the Modules provided by the Supplier in the website of the Supplier.

Delegate: individual person receiving a Training Service, be they an employee or Third Party attending the Course as directed by a legal entity, a sole trader or a private individual.

Disclosing Party: a Party, and its employees and Third Parties, within this Framework Contract that discloses Confidential Information to the other Party to this Framework Contract, including to its employees and Third Parties.

Due Date: see clause 7.2 (b) of this Framework Contract.

Version number: 2.1

Distribution: Worldwide

Fee: a charge payable to the Supplier, by the Customer, in consideration for the supply of a Training Service

Form-mail: a notice composed by the Customer in the CRM or website of the Supplier and conveyed by electronic mail to the Supplier.

Framework Contract: this document, identified by version number, with its Terms and Conditions. To be differentiated from 'Contract', see above.

Intellectual Property Rights: see section 9 of this Framework Contract.

Module: a part of a Training Course with a specific objective and term. Modules are combined to create Customised Courses.

Notice: see section 20 of this Framework Contract.

Offer: see clause 4.2 (b) of this Framework Contract.

Order (The): a Notice of acceptance composed by the Customer and received by the Supplier.

Party: the Supplier, the Customer, their associated employees and Third Parties. See Disclosing Party & Receiving Party.

Public Course: a Training Service delivered by the Supplier to multiple Customers, simultaneously and at a location provided by the Supplier or an alternative location provided by a Third Party.

Purchase Order Number: a unique number applied to an Order by the Customer.

Quotation: See Offer.

Receiving Party: a Party, and its employees and Third Parties, within the Contract that receives a Notice and specifically, Confidential Information, from the other Party to the Contract, including from its employees and Third Parties.

Service: Training provided by the Supplier to the Customer, in compliance with the Terms and Conditions detailed in the Contract.

Service Contract: an exceptional and specific contract, between the Supplier and the Customer for the supply of Services where the terms and conditions vary from this Framework Contract

Supplier (The): the supplier of the service; Qwarie Ltd. Rumwell Hall, Rumwell, Taunton, Somerset, TA4 1EL with registration in England & Wales number 10113351.

Terms and Conditions: relate only to terms and conditions within this Framework Contract, and any Contract for Service and shall not include any other term or condition introduced by either Party.

Third Party: any outside Party, contractor or consultant whom the Supplier might engage to deliver or assist in the delivery of the Service to the Customer.

Training: the Service of training performed by the Supplier for the benefit of the Customer, that is the transfer of knowledge and information.

Validity: term for which an Offer is valid, so that the Customer might place an Order in compliance with the Terms and Conditions set out in the Order.

Version number: 2.1

Distribution: Worldwide

3. Interpretation

3.1. Context

In this Framework Contract the following rules apply:-

- (a)** this Framework Contract is composed in the simple future tense and the future conditional tense, and where the Contract comes into force the Terms and Conditions might apply in the present tense;
- (b)** reference to a Party shall include its personal representatives, successors or permitted assignees;
- (c)** reference to a regulation, statute or statutory provision shall be a reference to such regulation, statute or statutory provision as amended or re-enacted, so that;
 - (i)** a reference to a regulation, statute or statutory provision shall include any subordinate legislation made under that regulation, statute or statutory provision, as amended or re-enacted;
- (d)** any phrase in this Framework Contract that shall be 'including', 'include', 'in particular' or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms, and;
- (e)** a reference to 'writing' or 'written' shall include messaging applications, SMS, e-mail, and form-mail;
- (f)** a word in the body of a clause, where the first character shall be capitalised and where the word may or may not begin a sentence, shall be a defined word. See section 2 of this Framework Contract.
- (g)** words imparting the singular number shall include the plural and vice versa;
- (h)** the headings used in this Framework Contract shall be for convenience only, and shall have no effect upon the interpretation of this Framework Contract;

3.2. Eligibility of the Customer

- (a)** By placing an Order for Services from the Supplier, the Customer shall warrant that it has the legal entitlement to enter into a binding contract.

3.3. Prevalence of the Contract

- (a)** The Terms and Conditions of the Supplier, as set out in the Offer and within this Framework Contract, shall prevail over any term or condition within the Order of the Customer that might deviate from the Terms and Conditions of the Supplier.
- (b)** These Terms and Conditions shall apply to the Contract to the exclusion of any other terms and conditions that the Customer might seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless agreed by variation and in writing within a separate Service Contract.
- (c)** The Customer shall have no right to make an Offer or a counter Offer.
- (d)** The Customer may suggest or request a variation in the Terms and Conditions of the Supplier.

Version number: 2.1

Distribution: Worldwide

- (e) The Supplier might amend an Offer to comply with the suggestion or request of the Customer.
- (f) Where no separate and explicit Service Contract might be agreed between the Parties, this Framework Contract shall be the governing agreement.

3.4. Specificity of this Framework Contract

(a) Where the Customer might have a specific agreement or contract in place for other services provided by the Supplier, the Customer shall acknowledge that for any instances of the provision of Training Service, and/or;

- (i) where there might be a conflict of terms and conditions, the Terms and Conditions of the Contract shall apply for any Training Service.

(b) Any sample information, images, descriptive matter or promotional material that the Supplier might issue, including any descriptions or images contained in the website of the Supplier, shall be issued or published for the sole purpose of giving an approximate idea of the Services described therein, and;

(c) shall not form part of the Contract or have any contractual force.

3.5. Supplier Advertising and Customer Request for Service

(a) Where the Supplier might make an Offer by word of mouth or through advertising material, the Offer shall not be legally binding upon the Supplier.

(b) Where the Customer shall send to the Supplier, a request for Service from the Supplier, this shall be an Invitation to treat.

(c) An Invitation to Treat shall not be binding upon the Supplier.

4. The Purchase Process & Formation of the Contract

4.1. Contractual Components

- (a) This Framework Contract, and;
- (b) The Offer of the Supplier, and;
- (c) The Order of the Customer, and in exceptional circumstances;
- (d) A Service Contract, and;
- (e) any other relevant Notice.

4.2. The Offer made by the Supplier

- (a) The Supplier might respond to an invitation from the Customer with an Offer.
- (b) An Offer shall be a Notice composed by the Supplier and remitted to the Customer;

Version number: 2.1

Distribution: Worldwide

(c) An Offer shall set out the Terms and Conditions of the specific Service, and might include:-

- (i)** the type of Training Service that shall be supplied, and;
- (ii)** the location where the Service shall be supplied, and;
- (iii)** the price of the Service, and;
- (iv)** the start date and term of the Service, and;
- (v)** details of any other matter particular to that specific Contract.

(d) The Offer price for Training Services shall include the Fee for the trainer, Course Materials, location, Wi-Fi Internet, lunch, tea, coffee & biscuits for mid morning and afternoon breaks.

(e) An Offer might include information concerning a deposit. See sub-section 4.5 of this Framework Contract.

(f) The Offer price shall not include Value Added Tax unless explicitly stated within the Offer.

(g) An Offer shall not be binding unless it shall be explicitly labelled as an Offer or as a Quotation.

(h) An Offer shall be valid for 30 calendar days unless otherwise agreed by the Parties.

(i) At the request of the Customer, the Supplier might agree to extend the valid term of an Offer, so that;

- (i)** any extension to the valid term shall be determined by the Supplier, and;
- (ii)** any extension term shall vary depending on the proximity of the start date of the Service, so that;
- (iii)** the Closer the start date, the shorter the extension term.

(j) Where the valid term of an Offer, or any pursuant extension term, shall expire, and where the Customer has placed no Order or other Notice of acceptance, the Supplier shall have the right to Offer the Service to any other Customer.

(k) The Supplier shall not be obliged to notify the Customer of pending or actual expiration of an Offer.

4.3. The Order made by the Customer

(a) The Order shall be acceptance, by the Customer, of the Offer of the Supplier.

(b) The Order shall be a Notice of Acceptance raised by the Customer and remitted to the Supplier.

(c) Where it might be the policy of the Customer to issue Purchase Order Numbers, an Order shall not be binding upon the Supplier where the Order shall have no Purchase Order Number.

(d) An Order shall be legitimate only when received and confirmed by the Supplier.

(e) Each individual Offer and Order shall be a separate Contract, governed by the Terms and Conditions of this Framework Contract.

(f) Any terms and conditions set out in the Order of the Customer may not vary from those set out in the Offer of the Supplier or within this Framework Contract.

(g) The Supplier shall have the right to reject an Order that the Supplier has deemed to have varied from the Offer.

Version number: 2.1

Distribution: Worldwide

(h) The Customer shall have no right to accept some parts of the Offer and this Framework Contract and reject, or not comply with, any other part, unless agreed, in writing, by variation in a Service Contract, so that;

(i) the Customer shall accept all the Terms and Conditions of the Contract, and that;

(j) acceptance on the part of the Customer shall be a declaration of agreement with all the Terms and Conditions within the Contract, and that;

(k) the Customer shall acknowledge that it has not relied on any statement, promise or representation made or given by, or on behalf of, the Supplier which might not be set out in the Contract.

4.4. Purchase Order Number

(a) Where the Customer shall have no policy to issue a Purchase Order Number with an Order, the Customer shall be obliged to notify the Supplier at the time that the Order shall be placed.

(b) Where the Customer shall have a policy to issue a Purchase Order Number, the Order shall display the Purchase Order Number, and;

(c) the Customer shall be notified, by the Supplier, prior to the Customer placing an Order, that the Order shall be conditional upon receipt of the Purchase Order Number by the Supplier, and;

(d) acceptance of the Order placed by the Customer shall be provisional and non-binding until such time that the Purchase Order Number shall be received by the Supplier, so that;

(e) upon receipt of the Purchase Order Number of the Customer, the Supplier shall have the right to accept the Order and enter into a binding contract with the Customer.

(f) Where it might be the policy of the Customer to issue a Purchase Order Number, and where the Customer shall not provide a Purchase Order Number, the Supplier shall reserve the right to reject the Order.

4.5. The Deposit

(a) The Supplier shall have the right to demand a deposit to be paid in advance by the Customer. See clause 4.1 (e) of this Framework Contract.

(b) Where a deposit shall be demanded by the Supplier, any Order by the Customer shall be conditional until, payment of the deposit shall be received by the Supplier.

(c) A deposit payment requirement might be detailed in the Offer of the Supplier.

(d) Where the Supplier shall cancel a Service, the deposit shall be refundable to the Customer or, where agreed between the Parties, transferred to another Service.

(e) Where the Customer shall cancel a Service, the deposit shall be non-refundable.

Version number: 2.1

Distribution: Worldwide

4.6. Accommodation

4.6.1 General

(a) Where accommodation for the Customer might be necessary, it shall be the preference of the Supplier that the Customer shall book accommodation directly with an accommodation provider, however;

(b) where that might be a barrier to the purchase of the Training Service, the Supplier might, at no benefit to itself, and so that it shall be no part of any package, place a reservation for, and on behalf of, the Customer with an accommodation provider, so that;

(i) the accommodation reservation shall not be a part of the Training Service.

4.6.2 Cancellation

(a) The Customer shall have the right to cancel the accommodation reservation.

(b) Where the Customer shall cancel the accommodation reservation 7 days prior to the commencement of the Training Service, the Customer shall receive a full refund of the accommodation Fee.

(c) Where the Customer shall cancel the accommodation reservation 3 days prior to the commencement of the Training Service, the Customer shall receive a partial refund of the accommodation Fee.

(d) Where the Customer shall cancel the accommodation reservation 2 days, or less, prior to the commencement of the Training Service, the accommodation Fee shall be non-refundable.

(e) Where cancellation shall be due to a Force Majeur event, funds shall be recovered, by the Supplier, from the accommodation provider, so that the accommodation Fee shall be reimbursed to the Customer.

4.6.2 Liability

(a) The Supplier shall, under no circumstances, be liable to the Customer in respect of accommodation.

(b) The accommodation provider shall be liable, to the Customer, for its obligations concerning accommodation provision.

4.7. Agreement between the Parties

(a) Agreement between the Parties shall be reached upon receipt of the Order of the Customer, by the Supplier and where the Order has not deviated from the Offer.

(b) In exceptional circumstances, where variation from this Framework Contact shall be agreed between the Parties, the Customer shall raise a Service Contract that shall set out the Terms and Conditions negotiated by the Parties that shall govern the specific Service.

Version number: 2.1

Distribution: Worldwide

(c) The Contract, that shall be this Framework Contract, the Offer and the Order shall constitute the entire agreement between the Parties, unless a separate Service Contract shall be raised by the Supplier.

5. Rights and Obligations of the Supplier

5.1. Supplier Rights

Within the Contract, the Supplier shall reserve the right to:-

- (a)** receive payment, from the Customer, prior to the delivery of the Service;
- (b)** demand, from the Customer, the payment of a deposit that shall:-
 - (i)** be refundable or transferable in the event of cancellation on the part of the Supplier, and;
 - (ii)** be non-refundable in the event of cancellation on the part of the Customer;
- (c)** receive payment of an invoice by means of electronic transfer;
- (d)** with-hold a Service where the Customer might not have fulfilled any obligation under a previous Contract;
- (e)** deliver the Service where no Purchase Order Number has been received from the Customer;
- (f)** amend the Service, where necessary, to comply with any applicable law, safety requirement, or where there shall be no material effect to the nature or quality of the Service;
- (g)** modify the Service where a technology supplier shall modify, or in any way alter its service, so that it might impact upon the Training;
- (h)** eject any Delegate from the Training Course who, in the opinion of the Supplier, shall perpetrate any unreasonable behaviour;
- (i)** deny attendance to any Delegate who has not settled the invoice of the Supplier prior to the commencement of the Service;
- (j)** assign or sub-contract its obligations or rights under the Contract to a competent Third Party, in whole or in part;
- (k)** cancel, a Service, without any other obligation, 30 days prior to the first day of delivery of the Service.

5.2. Supplier Obligations

Within the Contract, the Supplier shall be obliged to:-

- (a)** supply the Service to the Customer in accordance with the Contract in all material respects;

Version number: 2.1

Distribution: Worldwide

- (b)** warrant to the Customer that the Service shall be provided using reasonable care and skill;
- (c)** ensure that the Service shall comply with all statutes, regulations, bye-laws, standards, codes of conduct and any other rules relevant to the provision of the Service;
- (d)** provide lunch, tea, coffee and biscuits for each Delegate, during the supply of the Service;
- (e)** provide an appropriate Training environment with a suitable internet connection during the supply of the Service.

6. Rights and Obligations of the Customer

6.1. Customer Rights

Within the Contract, the Customer shall have the right to:-

- (a)** receive the Service as agreed in the Contract;
- (b)** pay on instalment prior to receiving the Service, so that;
 - (i)** the terms shall be agreed on a case by case between the Parties;
- (c)** assign another Delegate to attend the Training where the other Delegate might be an employee of the Customer and where the Customer shall be a government agency, the Customer may assign any other government employee;
- (d)** request a lunch meal that might be vegetarian or vegan, and any special dietary requirements, that may incur an additional Fee;
- (e)** request any special equipment or accessory, and;
 - (i)** this request may be declined by the Supplier, and;
 - (ii)** where accepted, it may incur an additional Fee.

6.2. Customer Obligations

Within the Contract, the Customer shall be obliged to:-

- (a)** ensure that the terms of an Order shall be complete and accurate;
- (b)** co-operate with the Supplier in all matters relating to the Service;
- (c)** provide the Supplier with a Purchase Order Number, only where it shall be the policy of the Customer to issue Purchase Order Numbers;
- (d)** pay a deposit where required by the Supplier, within the term specified by the Supplier. See sub-section 4.5 of this Framework Contract;
- (e)** satisfy a Supplier invoice by means of electronic transfer;
- (f)** provide, to the Supplier, the first name, last name and e-mail address of each Delegate that shall attend the Training, upon request by the Supplier and prior to the commencement of the Service;

Version number: 2.1

Distribution: Worldwide

- (g)** ensure that the Delegate shall attend the Course with a reliable computer, that shall have installed on it the latest version of the Mozilla Firefox web browser, and that;
- (i)** the Delegate shall be present at the location designated by the Supplier at least five minutes prior to the scheduled start time for each day of Training, and that;
 - (ii)** the Delegate shall dress appropriately so as not to cause offence to any other Delegate, comfortable and casual clothing is recommended, and that;
 - (iii)** the Delegate shall be mindful of their hygiene and behaviour, so that there shall be no discomfort to other Delegates or disruption of the Service;
- (h)** agree to not directly or indirectly approach any personnel of the Supplier for the purpose of obtaining any Service similar to, or competitive with, the Service;
- (i)** inform the Supplier immediately upon receipt of any communication by the personnel of the Supplier or representative Third Party, with a view to providing any Service similar to, or competitive, with the Service directly supplied to them, and;
- (i)** where any communication as such shall be received, the Customer shall be obliged to not engage such personnel, or representative Third Party, to provide a Service directly;
- (j)** agree to not assign the Contract in whole or in part, except where the Supplier shall approve assignment with explicit and written consent;
- (k)** request and to notify the Supplier of any special requirement within the Order.

6.3 Customer Default

- (a)** Failure by the Customer to perform any relevant obligation, and where the performance of the Supplier of any of its obligations under the Contract might be prevented or delayed by any act or omission by the Customer and specifically by a Delegate of the Customer shall be a Customer Default, and;
- (b)** the Supplier shall have the right, without limiting its other rights or remedies, to suspend performance of the Service, until the Customer remedies the Customer Default, and;
- (c)** the Supplier shall rely on a Customer Default to relieve it from the performance of any of its obligations, to the extent that the Customer Default shall prevent or delay the performance of the Supplier of any of its obligations.
- (d)** The Supplier shall not be liable for any costs or losses sustained or incurred by a Customer, that might arise directly or indirectly from the failure, or delay of the Supplier, to meet any of its obligations, as set out in sub-section 6.3 of this Framework Contract.
- (e)** The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier that might arise directly or indirectly from the Customer Default.

Version number: 2.1

Distribution: Worldwide

7. Fees, Payment Terms and Conditions

7.1 Fees

(a) The Fee for the Service shall be set out in the Offer of the Supplier.

7.2. Payment Terms

(a) The invoice of the Supplier shall specify the payment Due Date.

(b) The payment Due Date shall be the date upon which the Supplier shall receive cleared funds into its bank account, therefore the Customer might initiate the transfer of funds prior to the payment Due Date.

(c) The standard payment term shall be 30 calendar days from the date that the Supplier shall raise the invoice, however;

(d) the Supplier shall reserve the right to modify the payment term. See clause 5.1 (a) of this Framework Contract.

(e) Where any payment pursuant to the Contract shall be required to be made on a day, that might not be a business day, the invoice payment date shall be the previous business day.

(f) The payment term, as set out by the Supplier, shall be of the essence to the Contract.

7.3 Payment Conditions

(a) It shall be a fundamental condition of the Contract, that the Customer shall settle each invoice raised by the Supplier within the term.

(b) The Customer shall pay to the Supplier, all amounts due under the Contract, in full, and without any deduction or withholding, except as required by law.

(c) the Customer shall not be entitled to assert any credit, set-off or counter-claim against the Supplier, in order to justify withholding payment of any such amount in whole or in part.

(d) Payment shall be settled by means of electronic transfer, to the bank account of the Supplier nominated in the invoice of the Supplier, unless;

(i) the Parties shall agree, by variation of this Framework Contract, that payment shall be made by cheque. See sub-section 7.3.1 of this Framework Contract.

7.3.1 Payment by Cheque

Where the Parties shall agree, by variation of this Framework Contract, that payment shall be made by cheque, the following conditions shall apply:-

Version number: 2.1

Distribution: Worldwide

(a) cheques that shall be drawn on a UK bank account, shall be delivered to the Supplier, 7 calendar days before the invoice Due Date, or where;

(b) cheques that shall be drawn on a bank account outside the UK, shall be delivered to the Supplier, 45 calendar days before the invoice Due Date.

7.4 VAT

(a) The Offer of the Supplier shall not include value added tax (VAT).

(b) Where, for purposes of VAT, any taxable supply shall be made under the Contract, the Supplier shall raise a VAT invoice.

(c) The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts, in respect of VAT, as shall be chargeable on the supply of the Service.

(d) VAT shall be charged at the prevailing rate.

(e) The VAT payment shall be due at the same time as the payment for the supply of the Service, unless the VAT invoice shall be a separate invoice with a variation of the term.

8. Breach of Contract and Remedies

8.1. Breach

(a) The Customer shall be in breach of the Contract, where the Customer shall fail to make any payment due, to the Supplier, under the Contract, by the Due Date.

(b) The Customer shall be in breach of its obligations, where there shall be a failure on the part of the Customer, to comply with any condition within the Contract.

8.2. Remedies

(a) Where there shall be a breach of the payment term of the Supplier, the Supplier shall have the right, in compliance with the late Payment of Commercial Debts (Interest) Act 1998, to charge a fee and interest at 8% on the amount due, accruing daily from the Due Date.

(b) The Supplier shall have the right to suspend performance of the Service, until such time that a satisfactory remedy might be applied.

(c) Where no remedy shall be provided on the part of the Customer, the Supplier shall have the right to terminate the Contract. See section 16 of this Framework Contract.

Version number: 2.1

Distribution: Worldwide

9. Intellectual Property Rights

- (a)** Intellectual property shall include all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other Intellectual Property Rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- (b)** All Intellectual Property Rights in, or arising out of, or in connection with the Service shall be owned by the Supplier.
- (c)** All Course Materials shall be the exclusive property of the Supplier, and shall be considered as Intellectual Property under section 9 of this Framework Contract.
- (d)** The Customer shall acknowledge that, in respect of any Third Party Intellectual Property Rights, the use of the Customer of any such material shall be conditional upon the Supplier obtaining a written licence from the relevant licensor, on such terms that shall entitle the Supplier to supply the Service.
- (e)** The Intellectual Property Rights section 9 of this Framework Contract, shall survive both the fulfilment and termination of the Contract in perpetuity.

10. Confidentiality

- (a)** The Parties shall respect, acknowledge and agree that any and all information concerning the business of each Party, and the Terms and Conditions of the Contract, shall be Confidential Information.
- (b)** Both Parties shall agree that they shall not permit the duplication, use or disclosure of any such Confidential Information to any person, except where;
- (i)** the other person might be an own employee or Third Party, where the same requires such information for the performance of the Service, unless;
 - (ii)** such duplication, use or disclosure might be specifically authorised by the other Party, or shall be required by the application of the prevailing law.
- (c)** Specific authorisation for duplication of Confidential Information might be required in writing, by either Party, prior to the duplication process.
- (d)** Confidential Information shall not include information which, at the time of disclosure might be, or might come into the public domain, other than by unauthorised act.
- (e)** The Parties shall take all reasonable steps to ensure that their employees, or Third Parties shall maintain, with no limitation, the confidence of all Confidential Information, specifically;
- (f)** a Receiving Party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives that might be of a confidential nature and shall have been disclosed to the Receiving Party by the Disclosing Party, its employees, or Third Parties, and any

Version number: 2.1

Distribution: Worldwide

other Confidential Information concerning the business of the Disclosing Party, or its products, or its services, which the Receiving Party may obtain, and;

(g) a Receiving Party shall restrict disclosure of such Confidential Information to its employees, or Third Parties as 'need to know' for the purpose of discharging the obligations under the Contract of the Receiving Party, and shall ensure that such employees, and Third Parties shall be subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

(h) The Customer shall undertake to keep all publications and materials created by the Supplier confidential and shall not copy, publish or distribute any such information, materials or documents to any Third Party, without the prior written consent of the Supplier, except where such information might be in the public domain, or the Customer might be required to disclose such information by law.

(i) The Confidentiality section 10 of this Framework Contract shall survive the fulfilment and the termination of the Contract in perpetuity.

11. Data Protection

(a) Prior to the commencement of the Service, the Customer may provide to the Supplier the first name, last name and business e-mail address for each Delegate that shall attend the Training, however;

(i) the mandatory requirement of the Supplier shall be the first name, real or assumed of each Delegate.

(b) The Customer, by providing the Supplier, with personal data relating to their employees or agents, shall confirm its entitlement to disclose that data to the Supplier under the terms of the Data Protection Act 2018 and EU Regulation 2016/679 (GDPR), and;

(c) that the Supplier shall be authorized to process such data for the purposes of providing the Service.

(d) Any information and personal data that might be provided by the Customer to the Supplier, and may be used by the Supplier in the performance of the Contract, shall remain at all times the property of the Customer.

(e) The Supplier shall warrant that it shall process the personal data provided by the Customer to the extent, and in such manner that shall be necessary for the provision of the Service, and to send the Customer newsletters with updates about OSINT activity.

(f) The Supplier shall warrant that it has implemented appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing, and against accidental loss, destruction, damage, alteration or disclosure.

(g) Please see the Qwarie Training Privacy Policy for the full extent of the information that the Supplier might collect and process.

12. Warranty

(a) The Supplier shall warrant that:-

(i) the Service shall be performed in a diligent, professional manner, and;

(ii) the Service shall conform to Good Industry Practices, and;

Version number: 2.1

Distribution: Worldwide

(iii) the Service and the materials provided by the Supplier to the Customer shall not infringe or violate any Intellectual Property Rights or other right of any Third Party.

(b) Except, as set out in this Framework Contract, all warranties, other conditions and other terms implied by statute or common law shall, to the fullest extent permitted by law, be excluded from the Contract.

(c) The Warranty, section 12 of this Framework Contract, shall survive termination of the Contract.

13. Limitation of Liability

(a) Nothing in the Contract shall limit or exclude the liability of the Supplier for:-

(i) death or personal injury caused by its negligence, or the negligence of its employees and Third Parties, and;

(ii) fraud or fraudulent misrepresentation, or;

(iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

(b) The Supplier shall, under no circumstances whatsoever, be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under, in connection with or as a consequence of the Service supplied and the Conditions of this Framework Contract, and;

(c) the total liability, of the Supplier, to the Customer, in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including the liability of any Third Parties and employees of the Supplier in respect of any Training Service that might be provided, to the Customer, by the Supplier, in connection with this Framework Contract, shall in no circumstances exceed the price of the Training Service.

(d) The Supplier shall not be liable to the Customer in respect of any event of default for loss of profits, goodwill or any type of indirect or consequential loss, including the acts or omissions of the Customer.

(e) The Supplier shall provide advice in good faith, but the Supplier shall not be liable for any outcomes arising from the use of that advice, by the Customer.

(f) The Customer shall, to the fullest extent permitted in law, indemnify and hold harmless the Supplier and its Third Parties from and against any and all claims, damages, losses or expense, that might arise out of or result from any injury or damage sustained on or to the premises of the Customer, excepting those where the Customer shall be directly responsible, except;

(g) as set out in the Conditions of this Framework Contract, all warranties, other conditions and other terms implied by statute or common law shall be, to the fullest extent permitted by law, excluded from the Contract.

(h) The Limitation of Liability, section 13, shall survive Termination of the Contract.

Version number: 2.1

Distribution: Worldwide

14. Insurance

- (a)** The Supplier shall ensure that it shall have in place at all times suitable and valid insurance that shall cover the delivery of the Training Service by the Supplier, so that;
- (b)** public liability insurance shall indemnify the Supplier up to a value of £1,000,000, and;
- (c)** professional liability insurance shall indemnify the Supplier up to a value of £2,000,000.
- (d)** The policy shall indemnify the Supplier for the activity of any Third Party delivering the Training Service on behalf of the Supplier.
- (e)** The Insurance, section 14, and any corresponding section of a Service Contract, shall survive Termination of the Contract.

15. Cancellation

15.1 Cancellation by the Customer

- (a)** Where a Customer might cancel a Service more than 30 calendar days prior to the commencement of the Service, the Supplier might entertain the option to reschedule, though costs may apply, and;
 - (i)** the Supplier shall not seek to profit from the misfortune of cancellation, but the Supplier shall have the right to mitigate any loss.
- (b)** Where a Customer might cancel a Service 30 calendar days or less, prior to the commencement of the Service, any value paid to the Supplier shall be forfeit, however;
- (c)** where the Supplier shall be able to fill the Training with the maximum number of Delegates, funds might be returned to the Customer. For Training with a practical component, the Training shall be at full capacity with 10 Delegates.

15.2 Cancellation by the Supplier

- (a)** The Supplier shall have the absolute right, and without liability, to cancel the Service 30 calendar days prior to the commencement of the Service.
- (b)** The Supplier shall reserve the right to cancel the Service, where payment by the Customer might not have been received by the Supplier.
- (c)** In exceptional circumstances, where a payment might have been received by the Supplier, the Supplier shall reserve the right to cancel a Course, and in that event:-
 - (i)** the Supplier shall liaise with the Customer to reschedule the Course, and;
 - (ii)** where rescheduling shall not be possible, the payment shall be refunded in full.

Version number: 2.1

Distribution: Worldwide

16. Termination

- (a)** Where a Delegate shall commit a material breach of the Contract, the Supplier, without limiting its other rights or remedies, may terminate the Contract with immediate effect, by verbal Notice to the Party in breach.
- (b)** Where it might be possible to remedy the breach, the Supplier may offer, or agree to, conditions and a term within which the remedy shall be provided, and during this term, the termination shall be set aside.
- (c)** Where the remedy shall fail, the termination of the Contract shall be enforceable from the date and time of the original Notice of termination.
- (d)** Without limiting its other rights or remedies, the Supplier shall have the right to suspend or terminate performance of the Contract, where the Customer shall fail to meet the obligations set out in section 6 of this Framework Contract.
- (e)** Failure on the part of the Customer to make any payment within the specified term, shall be a breach of Contract and, where there shall be no satisfactory remedy, there shall be grounds for termination of the Contract, without Notice, on the part of the Supplier.

17. Consequences of Termination

On Termination of the Contract for any reason:-

- (a)** the Customer shall not be permitted to attend the Course;
- (b)** the accrued rights, remedies, obligations and liabilities of the Parties, at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which might have existed at or before the date of termination or expiration, and;
- (c)** clauses which expressly, or by implication, shall have effect after termination of the Contract shall continue in full force and effect until such time as satisfactorily discharged.

18. Force Majeure

- (a)** The Supplier shall be entitled to delay or cancel delivery of the Services, or to reduce the amount of the Service delivered, where it shall be prevented from, or hindered or delayed in the provision of the Services, through any circumstances beyond its reasonable control; including strike, lock-out or other industrial dispute (whether involving the workforce of the Supplier or any other Party), accident, war or threat of war, government agency action, compliance with any law or governmental order, rule, regulation or direction, national emergency, act of terrorism, threat of terrorism, protest, riot, common assault, civil commotion, malicious damage, explosion, flood, epidemic, fire, storm, earthquake, tsunami or significant meteorological event, wrongful arrest, food poisoning or other acute medical condition, family bereavement, witness to a criminal event or acute medical event where first aid and assistance to law enforcement might be provided, failure of a utility service or transport network, breakdown of an elevator or other plant or machinery or default of its Third Parties.
- (b)** The Supplier may claim relief from liability for failure to meet its obligations under the Contract for as long as and to the extent that the performance of those obligations shall be directly affected by a force majeure event.

Version number: 2.1

Distribution: Worldwide

(c) Where a force majeure event shall prevent the Supplier from providing the Service, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately, by any voice communication, messaging service or any other written Notice to the Customer, whether direct or indirect.

19. Assignment and Subcontracting

(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner, with all or any of its rights under the Contract, and may subcontract or delegate in any manner, any or all of its obligations under the Contract, to any Third Party.

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner, any or all of its rights or obligations under the Contract.

20. Notices

(a) Any Notice or other communication required to be given to a Party, under or in connection with the Contract, shall be in writing and shall be delivered to the other Party by e-mail, telephone, messaging service, or other electronic means including the CRM of the Supplier.

(b) Where a document might be uploaded to the CRM of the Supplier, the Supplier shall notify the recipient of the upload, by e-mail or another method, that shall receive acknowledgement by the recipient, to the sender.

(c) Where transmitted by e-mail, a communication shall be deemed to have been duly received, where there shall be no delivery error message or bounce back from the mail server of the recipient.

(d) The sender of an e-mail message shall not rely on a delivery receipt, or any other successful transmission report.

(e) Where time shall not be of the essence, the Parties shall have the right to communicate by courier, or other recognised postal service, to the principal place of business of the Receiving Party.

(f) Notifications and other communications sent by courier or pre-paid postal service shall be deemed to have been duly received when delivered to the registered address, trading address or other specified mailing address of the other Party.

(g) Where a notification or other communication shall be served in person, by the other Party, service shall be to the registered or other trading address of the Receiving Party.

(h) A Notice may be signed by an authorised person and, where an e-mail or other document, including this Framework Contract and a Service Contract may not be signed, it shall possess legal authority by its very existence and shall be considered as effective communication to the other Party, particularly by way of an URL to the document, provided on an internet or intranet website.

(i) This section 20 shall not apply to the service of any proceedings or other documents, in any legal action.

Version number: 2.1

Distribution: Worldwide

21. Waiver

- (a)** A waiver of any right under the Contract shall only be effective where it shall be in writing.
- (b)** A waiver shall not be applied to any subsequent breach or default.
- (c)** No failure or delay by either Party, in exercising any right or remedy under the Contract, or by law, shall constitute a waiver of section 21 of this Framework Contract, or of any other right or remedy, nor shall it preclude or restrict its further exercise.
- (d)** No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (e)** Unless specifically provided otherwise, rights arising under the Contract shall be cumulative and shall not exclude rights provided by law in the jurisdiction of the Customer.

22. Severance

- (a)** Where a court or any other competent authority in the jurisdiction of the Customer, shall find that any provision of this Framework Contract (or part of any provision) might be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Framework Contract shall not be affected.
- (b)** Where any invalid, unenforceable or illegal provision of this Framework Contract might be valid, enforceable and legal, where some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

23. Relationship between the Parties

- (a)** Nothing in this Framework Contract shall be intended to, or shall be deemed to, constitute a partnership or joint venture, of any kind, between any of the Parties, nor constitute any Party as the agent of another Party, for any purpose.
- (b)** The Supplier shall have the right to engage a Third Party to represent the Supplier in any capacity of the choice of the Supplier.

24. Third Parties

- (a)** A person or entity, who shall not be a Party to the Contract, shall not have any rights under or in connection with the Contract, with the exception that;
- (b)** the Supplier shall be entitled to engage a Third Party to perform the Service and any of the obligations undertaken by the Supplier.
- (c)** The Third Party might be any other person within the group of companies of the Supplier or any suitable qualified, experienced and skilled sub-contractor, be they an individual or registered legal entity.
- (d)** Any act or omission of such Third Party shall, for the purposes of the Contract, be deemed to be an act or omission of the Supplier.

Version number: 2.1

Distribution: Worldwide

(e) No part of this Framework Contract shall be intended to confer rights on any Third Party and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply this agreement.

25. Variation & Versioning

(a) The Supplier may at any time, make any variation to this Framework Contract, including the introduction of any additional Terms and Conditions.

(b) The variation shall incur a version number that shall reflect the magnitude of the variation.

(c) Where there shall be a variation to the material or meaning of this Framework Contract, the version shall incur a prime number change.

(d) Where a variation shall be a minor correction of syntax, spelling or grammar, with no material effect, the version amendment shall incur a decimal number.

(e) A Service Contract shall pertain to the prevailing version of this Framework Contract.

(f) The Parties shall agree that a variation to this Framework Contract shall apply to the entire agreement.

(g) The Supplier shall publish the current version of this Framework Contract on its website, and;

(h) the Supplier shall provide a link to the current version of this Framework Contract in all e-mail communication, so that;

(i) the Customer may view the current version of this Framework Contract by following the link in the signature file of any e-mail remitted by the Supplier.

26. Validity & Entire Agreement

(a) The Contract shall come into force where both Parties sign the Contract, or;

(i) where there might be no signature of either Party, but where;

(ii) the Supplier has remitted this Framework Contract, or any Service Contract, to the Customer, by e-mail or other electronic means.

(b) This Framework Contract shall be the basis for the Contract between the Parties.

(c) This Framework Contract, the Offer of the Supplier, the Order of the Customer, any other explicit and written agreement, where combined together, shall constitute the entire agreement between the Parties.

(d) In exceptional circumstances, the entire agreement might be published in a single document, that shall be a Service Contract.

(e) A Service Contract shall not be modified except by an additional instrument, in writing, and with agreement expressed by communication (e-mail) by the duly authorised representative of the Customer.

Version number: 2.1

Distribution: Worldwide

(f) The Parties shall acknowledge that the Contract shall not allow either Party to rely on any representation, warranty or other provision except as expressly provided in this Framework Contract, the Offer, the Order or the Service Contract.

(g) All conditions, warranties or other terms, that are implied by statute or common law, shall be excluded to the fullest extent permitted by law.

27. Governing Law, Jurisdiction and Dispute Resolution

(a) This Framework Contract shall be governed by, and construed in accordance with, English law.

(b) The Parties shall acknowledge and agree that any dispute or claim arising out of or in connection with the Contract, or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the courts of England and Wales.

(c) The jurisdiction of the Contract shall apply to legal entities and naturalised persons in any jurisdiction.

(d) The Parties shall attempt to resolve any dispute arising out of or relating to the Contract, through negotiations between appointed representatives who have the authority to settle such disputes, and;

(e) where negotiations shall fail, the Parties shall engage the services of a Third Party mediator to settle any such disputes through confidential mediation.

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