

Definitions

- a. NLT shall mean NLT Training Services Ltd, a company registered in England and Wales under number 1512204. This shall refer to all NLT group companies.
- b. Client shall mean the person or organisation that agrees to buy products or services from NLT.
- c. Conditions shall mean the terms and conditions of business set out in this quotation.
- d. Products and services shall mean items from NLT published list of activities.

Conditions

- a. These conditions shall apply to all contracts for the provision of products and services to NLT to the exclusion of all other terms and conditions of business including any which the client may purport to apply under any purchase order, confirmation of order or similar document.
- b. No variation or addition to these conditions shall be effective unless agreed in writing by NLT.
- c. Nothing in these conditions shall affect the statutory rights of the client.

Prices

- a. The price for the products and services supplied shall be the price contained in NLT's quotation.
- b. NLT reserves the right to revise prices prior to the delivery of the products and services to reflect any direct or indirect increase in cost to NLT, but if the price has been agreed prior to the commencement of delivery of the products and services no price revision may take place without the written agreement of the client.

Payment

- a. Payment for the products and services supplied in NLT's quotation shall be paid prior to the commencement of delivery of the products and services unless the client has an account with NLT. All self-funders must pay before delivery takes place.
- b. The client will pay all appropriate taxes added to the cost of the products and services supplied by NLT at the prevailing rates.
- c. Where NLT has agreed to provide products and services on a special or bespoke basis to a client then payment for such goods may be negotiated for equal instalments. This will be done at each time it is requested and is not a given.
- d. All invoices shall be paid in full not more than 30 days from the date of the invoice. Time for the payment shall be the essence.
- e. If any action or proceedings shall be commenced in which the client's solvency is concerned, all monies under any transaction shall become immediately payable and due.
- f. All invoices shall be paid in full free from any deduction for any set off, counterclaim or otherwise however arising.

Cancellation

In the event of a client requesting a cancellation of a confirmed booking the client shall be liable to pay a cancellation fee of 50% if the cancellation is received up to and including one month of the due date of delivery, if the cancellation is received within two weeks of the due date of delivery the client shall be liable to pay a cancellation fee of 100%.

Warranty and Liability

- a. NLT warrants that the products and services will at the time of delivery correspond to the description given by NLT. Except where the client is dealing as an individual (as defined in the Unfair Contract Terms Act 1977, section 12) all other warranties, conditions relating to the fitness for purpose, merchantability or condition of the products and services, whether implied by statute, common law or otherwise are excluded and the client warrants that he is satisfied as to the suitability of the products and services for his purpose.

- b. NLT's products and services are prepared by its employees and associates with knowledge of their subject matter and the utmost care possible and are designed so that any participant will be able to reach the aim of the product and service being delivered.
- c. Where NLT is delivering products and services to a pre-defined programme set by an awarding organisation, the client warrants that he is satisfied as to the suitability of the products and services for his purpose.

Delivery

- a. Delivery of the products and services shall take place at the time and place specified in the quotation from NLT.
- d. Whilst every reasonable effort shall be made to keep the delivery date, NLT shall not be liable for any losses, costs, damages or expenses incurred by the client or any other person or company arising directly or indirectly out of any failure to meet the agreed delivery date.
- e. Failure by the client to make an agreed instalment payment when due shall entitle NLT at its sole discretion to withhold delivery of products and services in part or full and the client shall be liable for any costs incurred by NLT relating to such products and services which NLT is entitled to withhold.

Non-Disclosure

- a. NLT undertakes to keep confidential all information provided to it by the client to provide and deliver the products and services.
- b. The client undertakes not to disclose NLT's prices or other details of the written quotation or related contractual documentation to any third party without the written permission of NLT.

Copyright

- In respect of the provision of written and verbal content of material supplied by NLT:
- a. The client undertakes to be responsible for all matters pertaining to compliance with the Copyright Design and Patents Act 1988, subsequent amendments, and any other regulations in respect of the use of copyright material passed to it.
- b. The client shall be responsible for the payment of any fees required by copyright holders or their agents.

Enticement of Employees

- a. The client undertakes that in the event of the client engaging (whether for a definite or indefinite period) any employee of NLT the client shall pay to NLT an introductory fee if the engagement occurs within 12 months of the date on which the employee last provided services to the client. The introductory fee shall be £5,000 which NLT estimate to represent the cost of it recruiting and training a replacement.

Force Majeure

- a. NLT shall not be under any liability whatsoever if it is prevented from delivering its products and services by any reason or cause beyond its control.

No Waiver

- a. NLT's failure for whatever reason to insist upon strict performance of any provision of the conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the client in performance of compliance with any of these conditions.

Liability

- a. Except as may be implied by law where the client is dealing as an individual, in the event of any breach of these conditions by the client the remedies of the client shall be limited to damages which still in all circumstances be limited to 100% of the price of the products and services supplied and NLT under no circumstances shall be liable for any indirect, incidental, or consequential damages.

Dispute

- a. In the event of a dispute between NLT and the client, should NLT request in writing, the client agrees to submit the dispute to arbitration in accordance with the Arbitration Acts for the time being in force as a legally binding alternative to court actions.