

Standard Terms of Supply

1. Interpretation

1.1 In these Conditions:

- "PARTNER" means the person named on the Contract for whom GROW DEVELOPMENT SOLUTIONS LTD has agreed to provide the Service in accordance with these Terms.
- "CONTRACT" means the contract for the provision of the Service entered into between GROW DEVELOPMENT SOLUTIONS LTD and the Partner.
- "COURSES" means any and all training courses provided by GROW DEVELOPMENT SOLUTIONS LTD for the Partner.
- "DOCUMENT" includes, in addition to a Document in writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form.
- "INPUT MATERIAL" means any documents or other materials, and any data or other information provided by the Partner relating to the Service.
- "OUTPUT MATERIAL" means any documents or other materials, and any data or other information provided by GROW DEVELOPMENT SOLUTIONS LTD relating to the Service.
- "SERVICE" means the service to be provided by GROW DEVELOPMENT SOLUTIONS LTD for the Partner and referred to in the Contract.

2. Supply of the Service

2.1. Grow Development Solutions Ltd shall provide the Service to the Partner subject to these Terms. Any changes or additions to the Service or these Terms must be agreed in Writing by Grow Development Solutions Ltd and the Partner.

2.2. The Partner shall at its own expense supply Grow Development Solutions Ltd with all necessary Documents or other Materials, and all necessary data or other information relating to the Service, within sufficient time to enable Grow Development Solutions Ltd to provide the Service in accordance with the Contract. The Partner shall ensure the accuracy of all Input Material.

2.3. The Partner shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. Grow Development Solutions Ltd shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Partner from the time of delivery to or to the order of the Partner.

2.4. The Service shall be provided in accordance with the Contract and subject to these terms.

2.5. Further details about the Service, and advice or recommendations about its provision or utilisation, which are not given in the Contract can be made available by Grow Development Solutions Ltd on written request.

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2.6. Grow Development Solutions Ltd may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Service without any liability to the Partner.

2.7. Grow Development Solutions Ltd may at any time without notifying the Partner make any changes to the Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the

Service. 3. Charges

3.1. Subject to any special terms agreed, the Partner shall pay the Grow Development Solutions Ltd.'s Charges as set out in the Contract and any additional sums which are agreed between Grow Development Solutions Ltd and the Partner for the provision of the Service or which, in Grow Development Solutions Ltd.'s sole discretion, are required as a result of the Partner's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Partner.

3.2. All charges quoted to the Partner for the provision of the Service are inclusive of Value Added Tax, for which the Partner shall be liable at the applicable rate.

3.3. Grow Development Solutions Ltd shall be entitled to invoice the Partner prior to the Service being provided, or at other times agreed with the Partner.

3.4. Grow Development Solutions Ltd.'s Charges and any additional sums payable shall be paid by the Partner within 28 calendar days of the date of Grow Development Solutions Ltd.'s invoice. In circumstances where payment is to be paid within a period less than 28 calendar days, this will be clearly marked on the invoice and the Partner must ensure payment is made by the due date.

3.5. If payment is not made on the due date, Grow Development Solutions Ltd shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 6% above the base rate from time to time of Santander Business Banking from the due date until the outstanding amount is paid in full.

3.6. Any fees payable for additional assessments (if a delegate on a course has an assessment referred twice or more), then for each subsequent marking there will be an additional fee charged (all specific course additional assessment fees are detailed in the course handbook of each programme).

4. Rights in Input Material and Output Material

4.1. The property and any copyright or other intellectual property rights in:

4.1.1. any Input Material shall belong to the Partner

4.1.2. any Output Material shall, unless otherwise agreed in Writing between the Partner and Grow Development Solutions Ltd, belong to Grow Development Solutions Ltd, subject only to the right of the Partner to use the Output Material for the purposes of utilising the Service.

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4.2. Any Input Material or other information provided by the Partner which is so designated by the Partner and any Output Material shall be kept confidential by Grow Development Solutions Ltd, and all Output Material or other information provided by Grow Development Solutions Ltd which is so designated by Grow Development Solutions Ltd shall be kept confidential by the Partner; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

4.3. The Partner warrants that any Input Material and its use by Grow Development Solutions Ltd for the purpose of providing the Service will not infringe the copyright or other rights of any third party, and the Partner shall indemnify Grow Development Solutions Ltd against any loss, damages, costs, expenses or other claims arising from any such infringement.

4.4. Subject to paragraph 4.3, Grow Development Solutions Ltd warrants that any Output Material and its use by the Partner for the purposes of utilising the Service will not infringe the copyright or other rights of any third party, and Grow Development Solutions Ltd shall indemnify the Partner against any loss, damages, costs, expenses or other claims arising from any such infringement.

5. Courses

5.1. This Clause 5 relates to all Courses provided by Grow Development Solutions Ltd for and on behalf of the Partner.

5.2. Grow Development Solutions Ltd accepts bookings for Courses by e-mail and will confirm all such bookings to the e-mail address provided by the Partner.

5.3. Grow Development Solutions Ltd will invoice the Partner in respect of a booked Course at the time of booking. Payment for Courses must be paid within any credit period agreed by Grow Development Solutions Ltd but in any event no later than 7 days prior to the commencement of the Course.

5.4. Cancellation: Right to cancel. The Partner can cancel their booking in writing within 21 days of receipt of confirmation of booking and receive a full refund where payment has been made.

5.5. If written notice to cancel is received by Grow Development Solutions Ltd after 21 days of receipt of confirmation of booking and at least 28 days before the commencement of a Course that the Partner wishes to cancel the Partner shall be required to pay to Grow Development Solutions Ltd at least 50% of the Course fee. If the Partner cancels the Course without the requisite minimum notice the Partner shall be required to pay to Grow Development Solutions Ltd the full cost of the Course.

5.6. Grow Development Solutions Ltd reserves the right to vary or cancel a Course or to change the venue of the Course where necessary without liability to the Partner.

5.7. Neither Grow Development Solutions Ltd nor its presenters, associates, consultants or agents will be liable by reason of breach of contract, negligence or otherwise for any loss or consequential loss occasioned to any person acting, omitting to act or refraining from acting in reliance upon any

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Course material or presentation of the Course or arising from or connected with any error or omission in the Course material or presentation of the Course. For the purposes of this Clause 5.6 "consequential loss" shall include but not be limited to any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable to any third party or any other indirect or consequential losses.

5.8. Data Protection: Grow Development Solutions Ltd may periodically contact the Partner with details of Courses and services and may pass to Partners details of other companies within the Grow Development Solutions Ltd group and selected Partners. Partners shall write to Grow Development Solutions Ltd if they do not wish to be notified or contacted in this way.

6. Warranties and Liability

6.1. Grow Development Solutions Ltd warrants to the Partner that the Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract and at the intervals and within the times referred to in the Contract. Where Grow Development Solutions Ltd supplies in connection with the provision of the Service any goods (including Output Material) supplied by a third party, Grow Development Solutions Ltd does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Partner the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Grow Development Solutions Ltd.

6.2. Grow Development Solutions Ltd shall have no liability to the Partner for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Partner which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Partner.

6.3. Except in respect of death or personal injury caused by Grow Development Solutions Ltd.'s negligence, or as expressly provided in these Terms, Grow Development Solutions Ltd shall not be liable to the Partner by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Grow Development Solutions Ltd, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service or its use by the Partner, and the entire liability of Grow Development Solutions Ltd under or in connection with the Contract shall not exceed the amount of Grow Development Solutions Ltd.'s charges for the provision of the Service, except as expressly provided in these Terms.

6.4. Grow Development Solutions Ltd shall not be liable to the Partner or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Grow Development Solutions Ltd.'s obligations in relation to the Service, if the delay or failure was due to any cause beyond Grow Development Solutions Ltd.'s reasonable control.

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7. Termination

7.1. Either party may (without limiting any other remedy) at any time terminate the Contract by giving Written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by Written notice to do so, or if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986).

8. General

8.1. These Conditions (together with the terms, if any, set out in the Contract) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

8.2. A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

8.3. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.4. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

8.5. English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

Last Updated: 09 April 2020