

## Sapira Organisation Ltd

"Terms" = Terms and Conditions of Business, Sale and Use of the Sapira Web Sites 2015

### Preamble

These Terms explain the contractual agreement between You as the User, and Sapira Organisation Ltd regarding either the use of the "Sapira Web Sites" or in purchasing goods and services from us by Purchase Order, E-Mail, Fax or Verbally. Your continued use of the "Sapira Web Sites" or in purchasing from us is deemed to be your automatic agreement to the applicable provisions in these Terms and Conditions of Business, Sale and Use.

These Terms and Conditions shall form part of the contract between ..... "the Client" and Sapira Organisation Ltd "the Company" for the supply of professional services set out in our project proposal or subsequent quotation, "the Quotation", unless otherwise agreed in writing by Sapira Organisation Ltd.

Unless otherwise specifically agreed in writing by Sapira Organisation Ltd (later referred to in this document as "Sapira"), all quotations and contracts for the supply of goods and services by Sapira are made upon these Terms and Conditions ("Sapira's Terms" ) which shall at all times override any terms and conditions which the purchaser of such goods or services (later referred to in this document as "the Purchaser") imposes or seeks to impose upon Sapira.

**Orders** are accepted subject to the Company's Terms and Conditions of Business, Sale and Use of the Sapira Web Sites.

### Fees

a) **Fees for existing Clients** where a payment track record has been established (usually three payments) will be charged on the basis set out in either the Quotation or Project Proposal as appropriate. Fees will normally be invoiced at the end of a body of work, or within shorter periods for long-term assignments, as agreed in writing with the Client. VAT, where applicable, will be added to the invoice at the prevailing rate.

**For new clients** of the Company, the full design, delivery or consultancy fee and the agreed expenses such as business mileage will be paid in advance of the assignment. Where the expenses cannot be fully calculated prior to the assignment, these will be itemised and invoiced after successful completion of the assignment.

b) Fees will be charged at mutually agreed daily rates, or part day thereof. Fees are charged for all time spent on the Client's affairs whether attending the Client's premises or elsewhere, excluding travel time.

c) In the event that the scope of the assignment increases, or the consultants' time spent on the assignment increases due to unforeseen circumstances, we will bring the situation to the Client's attention promptly and obtain the Client's agreement before proceeding further, where an increase in excess of 10% in the time estimate is envisaged.

d) The Company reviews fees periodically. The fee rates used in the Quotation or Project Proposal are preferential discounted rates. Our fee basis is always mutually agreed with the client. Any future rate adjustments will be notified to the Client at least one month in advance and agreement sought before applying the new rates.

### Effect of these Terms

By registering as a Registered User or by accessing the Sapira Web Site or as a trading account, you agree to be bound by these Terms and Conditions of Business and Use as they may be amended from time to time, the most up to date terms being displayed on our web site. We recommend that you review these Terms thoroughly before proceeding further. You may also print a copy for your records. Upon your request, you may have these Terms sent to you by e-mail. Please feel free to contact Sapira to resolve a complaint regarding any aspect of service by contacting us at Sapira House, Carlton Hayes, Meadow Green, Whitbourne. WR6 5RN.

**Definitions In these Terms (including the Preamble), unless the context otherwise requires:**

**Sapira Organisation Ltd, we, us, our, the company**

means Sapira Organisation Ltd, an English company number 7953890, having its registered office at Sapira House, Carlton Hayes, Meadow Green, Whitbourne. Worcester. UK WR6 5RN.

**Sapira Web Sites**

means the website owned, operated and maintained by or on behalf of Sapira Organisation Ltd and accessed by the domain names "sapira.org.uk"; "sapira.co.uk"; "sapira-hse.com"; "sapira-dar.co.uk"; spill-training.co.uk"; "sapira-ims.co.uk"

**Terms of Business and Sale**

means Sapira Organisation Ltd standard terms and conditions for the sale of Sapira's products and services to Users, as amended by us from time to time, a copy of which is available here and by which you agree to be bound;

**Terms of Use**

means these terms of use, as amended by us from time to time; and relates to the use of all Sapira web sites

**The Client, User, you, your**

means you the client or any other person accessing, viewing, downloading, or using the Sapira Web Site or any part of the Sapira Web Sites or undertaking a transaction with the company for training, consultancy or any other service against a formal quotation of project proposal provided to you by us.

Any reference to the singular includes the plural and vice versa, and any reference to one gender includes all other genders. Any reference to a statute or statutory provision includes that statute or statutory provision as amended, replaced, re-enacted or codified from time to time.

**Assignment, Project Proposal, Quotation**

The details of any future work and the associated costs as detailed prior to commencement of work

**Information Disclosure**

a) We request that the Client disclose to the Company all information which is necessary for the satisfactory running and completion of the assignment or which, in the reasonable opinion of the Company, is relevant to the Contract. The Client represents that, to the best of their ability and in good faith, all information disclosed to the Company is accurate and that any written materials supplied may be used as part of the assignment without breach of any third party copyright.

b) The Client shall notify the Company straight away upon becoming aware of any matters, facts or circumstances directly or indirectly affecting the assignment, which appear inconsistent in any material respect including information already provided, such that the information previously supplied becomes misleading or inaccurate.

c) Information concerning the Client and the Client's business will not be disclosed by the Company to any third party without the Client's written consent, unless otherwise required by law, a Court of competent jurisdiction or by governmental or regulatory authority.

d) Restricted use. All proprietary training materials including PowerPoint slides and bespoke exercises used by the Company during the course of the assignment may not be reproduced, re-used, re-branded or otherwise redistributed in any format by the client without the prior written consent of the Company. Such materials are covered by the Sapira Trade Mark and Copyright.

**Privacy**

The Company abides by a strict Privacy Policy which can be found on our website. The Privacy Policy details how we collect, use and store personal data in line with the Data Protection Act 1998.

**Ownership**

The Client shall own the deliverables of the assignment, which shall not include any proprietary products or methods that the Company may use in the course of the assignment. The Company may retain copies for quality assurance purposes.

Subject to the Company obligations of confidentiality, both parties to the Contract shall be free to apply the concepts, techniques, know-how used and developed on the assignment. As freelance training consultants, the Company shall continue to be at liberty to perform similar services for other clients using the Company's general knowledge, skills, experience and personnel.

### Liability

a) The Company undertakes to exercise due care in the performance of the assignment in accordance with applicable professional standards. The Company's objective is to provide a high quality professional service that fully meets the Client's expectations and requirements.

b) The Company holds a current Certificate of Professional Liability Insurance to cover any civil liabilities arising from our professional activities.

### Changes to Assignment/Project

The Client may, from time to time, seek to change the nature, scope, date or format of the training assignment or event. The Company will endeavour to accommodate reasonable changes to the assignment. In such circumstances an additional fee may be charged by the Company for any extra design work or unplanned travel expenses resulting from the changes.

Where changes to the nature, scope, date or format of the training assignment significantly and adversely affect the performance of the Company's obligations under the Contract, the Company may suspend the assignment as detailed below.

### Suspension and Termination

a) The Client may, at any time, terminate the assignment by giving the Company, not less than twenty one days prior written notice of the intention to do so.

b) Should the Client need to cancel the delivery of a consultancy project, the following cancellation fees will apply:

i. Within 12 weeks of the project: No cancellation fee applies

ii. Within 6 weeks of the project: 50% of the fee

iii. Within 4 weeks of the project: 75% of the fee

iv. Within 2 weeks of the project: 100% of the project fee

**With regard to training courses.** For new accounts where a credit history has not been established then we will expect 50% of the quoted value of the course to be run to be paid in advance into a bank account of our choice.

(b) Sapira shall also be entitled, at their discretion, to receive payment of any and all monies in respect of goods supplied whether these monies would ordinarily be due for payment at that time or not.

(c) In addition Sapira shall be entitled to charge the Purchaser interest on the amount still remaining unpaid at a rate of 4% above Lloyds Bank base interest rate until payment in full is made of the outstanding amount and the Purchaser will indemnify Sapira in respect of all costs incurred by Sapira in recovering payment, including the cost of instructing Solicitors. In the event that the Purchaser tenders payment by cheque and the cheque is subsequently returned by the Purchaser's Bankers unpaid, the Purchaser will also indemnify Sapira in respect of all resulting bank charges incurred by Sapira.

(d) All prices displayed in any of Sapira's printed publications, catalogues or web-site, are subject to VAT where applicable. Prices are correct at time of publishing and are subject to change without prior notice. The prices charged to the customer will be the prevalent price at the time of ordering.

(e) All orders for goods incur a delivery charge and credit accounts have a minimum invoice value.

**Note** that Client cancellation of a **re-scheduled project** or **training event**, more than 12 weeks from the original scheduled date will incur a 100% cancellation fee.

The Company may suspend the assignment if, in the reasonable opinion of the Company, material circumstances adversely affect the performance of the Company's obligations under the Contract, or where the Company reasonably determines that there has been a material non-disclosure of information by the Client or material changes in circumstances which significantly alter the scope and/or nature of the assignment.

The Company may, by giving notice in writing to the Client, terminate the assignment forthwith if:

- i) The period of suspension as described in clause 10.d) exceeds thirty days; or
- ii) The Client commits a breach of the Contract and fails to remedy such a breach within seven days of being notified in writing by the Company; or
- iii) The Client compounds with or negotiates for any composition or compromise with its creditors or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

**If the Contract is terminated:**

- i) Each party to the Contract shall return to the other party, all property belonging to the other party in its possession at the time of termination; and
- ii) The Client shall pay forthwith, on demand by the Company, all fees and expenses in respect of all professional services performed by the company under the Contract up to the date of termination together with all reasonable costs and expenses incurred by the Company in connection with and in consequence of the termination of the Contract.

**Information**

We provide certain information about our products and services and certain other third party information on the Sapira Web Site and in our literature or data sheets. We may in our sole discretion add, delete or modify some or all of our services and information at any time.

**Updates to Terms of Use**

We may amend these Terms of Use at any time by posting the amended Terms of Use on the Sapira Web Site. We shall notify Users of any such change by way of a prominent notice to that effect displayed on the home page of the Sapira Web Site. Your continued use of the Sapira Web Site or trading with us by telephone orders or faxed or posted purchase orders or by e-mail after the posting of the amended Terms of Use constitutes automatic acceptance of the amended Terms of Use.

You may only amend these Terms of Use with our prior written consent signed by you and an authorised signatory of Sapira Organisation Ltd.

**Credit Account Payment Terms.**

(a) These terms of payment apply only to customers who have been granted a credit account in advance. Terms of payment are strictly 30 days from invoice date (i.e. payment must be received by the 30th day after the invoice issue date) and in default Sapira shall be entitled without notice to the Purchaser (even if the Purchaser has a contract with a third party) to terminate any outstanding order or quotation, to withhold and/or suspend supplies and/or services or to reduce the Purchaser's credit limit. Customers who do not have an established credit account will be required to make payment for their first order against a proforma invoice or by credit card or and until a credit account has been established.

**Retention of Title**

(a) Although risk in the goods supplied passes to the Purchaser on delivery, legal title in such goods shall not pass to the Purchaser until Sapira has received in cleared funds the full price payable for such goods and all other goods supplied by Sapira to the Purchaser for which payment is then due. Until legal title passes, the Purchaser shall hold the goods as Sapira's fiduciary agent and bailee and shall keep them properly stored, protected, insured and identified as Sapira property. Until that time the Purchaser is entitled to resell or use the goods in the ordinary course of its business but shall account to Sapira for their proceeds of sale and pending payment shall hold such proceeds on trust for Sapira absolutely.

(b) The Purchaser's right to resell or use the goods shall terminate automatically if a liquidator or (administrative) receiver or administrator of the Purchaser is appointed or an order is made or a resolution passed for the winding up of the Purchaser. Until such time as legal title in the goods passes to the Purchaser, Sapira may at any time require the Purchaser, its liquidator, (administrative) receiver or administrator to return the goods and/or may repossess the goods by entering upon any premises of the Purchaser or any third party where the goods are reasonably believed to be stored. In addition and without prejudice to any other right or remedy available to Sapira, if the Purchaser is in breach of the payment terms or of any of its obligations under this clause, Sapira shall be entitled to cancel the contract, suspend further deliveries, terminate any outstanding order or quotation without incurring any liability whatsoever as a consequence of this action.

**Liability**

The following terms apply except in the case of death or personal injury caused by Sapira's negligence: -

- (a) Risk in the goods passes to the Purchaser on delivery and Sapira shall not be liable for any loss of or damage to or deterioration of the goods howsoever caused and the Purchaser will keep Sapira fully indemnified against all loss and/or liability arising from any such loss damage or deterioration.
- (b) If loss, damage or deterioration (other than for death or personal injury) is caused by Sapira's negligence, Sapira's liability shall be limited to the invoice value of the goods.
- (c) All conditions and warranties as to the quality and fitness for any particular purpose of the goods supplied (whether statutory or otherwise) are expressly excluded but (without prejudice to such exclusion) any care will be taken to ensure that goods supplied will conform to Sapira's standards or to specification (within the limits of reasonable commercial accuracy/tolerance) Sapira will, in assessing the value of any allowance or replacement which it may agree to make, have regard to the extent/nature of the defect, information given by the Purchaser as to the application of the goods, the use already made of the goods and any other relevant factor, but in any event Sapira's maximum liability shall be limited to the invoice value of the goods.
- (d) Sapira accepts no liability for consequential loss or damage to property which is attributed to the failure of goods supplied (whether or not Sapira is the manufacturer of the goods or service) whether due to accident, abuse, incorrect technical assessment by Sapira or its employees/representatives or for any other reason.
- (e) Any garment altered from its original state at the request of the Purchaser will not under any circumstances be accepted for return. It is the Purchaser's responsibility to ensure any such alterations are confirmed, in writing, to Sapira before placing their order.
- (f) Incorrectly ordered goods are subject to a re-stocking charge at 25% of the value of the goods.
- (g) All returns or claims must be made in writing within seven days from the date of invoice and be authorised by Sapira. Our invoice number must be quoted in all correspondence.

**Product Information**

(a) Whilst the Company has made every effort to ensure that details and information given in any of Sapira's printed publications, catalogues or web-site are accurate at the time of publication, full technical specifications are not included and furthermore, the Company's policy is one of continuous improvement and the right is reserved to alter details and information as the need arises. Accordingly, the customer should check any details and information they wish to rely on, in writing, with the Company at the time of purchase. The Company cannot accept liability in respect of any errors or omissions herein contained or for any loss or damage, malfunction or consequential loss arising from reliance upon our catalogues or web-site.

**All Rights Reserved**

(a) No part of any publication may be reproduced or transmitted in any form or by any means including photocopying and recording, without the written permission of the copyright holder, application for which should be addressed to the publisher. Such written permission must be obtained before any part of this publication is stored in a retrieval system of any nature.

## Ownership

The Sapira Web Site is Copyright (c) Sapira 2015. All rights are reserved. The right of Sapira to be identified as the author of the Site has been asserted by the Company in accordance with the Copyright, Designs and Patents Act 1988.

The Sapira Web Site and all intellectual property rights included in or related to the Web Site (including but not limited to copyright, database right, registered designs, design right, registered trademarks, unregistered trademarks, and rights to domain names), are owned or licensed to us, and all right, title and interest in the Sapira Web Site and the related intellectual property rights remain our property (or the property of the respective licensors). You may not, and these Terms of Use do not give you permission to, reproduce, reverse engineer, decompile, disassemble, modify or create derivative works with respect to the Sapira web site. You may not remove any copyright, trademark or other intellectual property or proprietary notice or legend contained on the Web Site, including its content.

Permission is granted for the User's use of copyright material exclusively for the limited purposes of:

- printing in hard copy form portions of the content of the Sapira Web Site for maintaining the User's own personal records;
- downloading the pages of the Sapira Web Site for viewing in a compatible web browser; and
- storing the pages of the Sapira Web Site in a cache or other temporary retrieval system for the sole purpose of personal viewing off-line.

Any other use, modification, distribution or re-publication without the prior written consent of Sapira Organisation Ltd is strictly prohibited.

## Information Posted On The Sapira Web Site

Information on the Sapira Web Sites is provided "as is" and may contain technical inaccuracies or typographical errors. Sapira does not guarantee and is not responsible for the accuracy of any links to information provided on the Sapira Web Site, including but not limited to articles and regulations, and we do not guarantee or warrant that any such information is current. Information may be changed or updated without notice. We may also in our sole discretion make improvements and/or changes in the products and services described on the Sapira Web Site at any time without notice. No information contained on the Sapira Web Sites represents any commitment on the part of Sapira in the future.

## System Integrity

You may not use any device, software or routine, malicious code or repeated "hacks" or "attacks" on web server(s), or undertake any activity intended to damage or interfere with the proper working of the Web Site or to surreptitiously intercept or expropriate any system, data or personal information from the Web Site. You may not take any action which imposes an unreasonable or disproportionately large load on our infrastructure, including but not limited to denial of service attacks, "spam" or any other such unsolicited overload technique. You agree to indemnify and keep indemnified Sapira against all liability (including without limitation costs, penalties, interest and expenses) arising from any failure by you (or those for whom you are responsible) to comply fully with this section.

## Links

The Sapira Web Site may contain links to third-party web sites not under the control or operation of Sapira. When we provide links, we do so only as a convenience and do not endorse and are not responsible for the contents of any linked site or any link contained in a linked site.

## Our Relationship

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and Sapira Organisation Ltd by these Terms of Use and Terms of Conditions of Sale. These Terms are an agreement between you and us and are not intended to be for the benefit of any third party.

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