

STANDARD TERMS AND CONDITIONS

ISSEE issues these terms of business and they are the basis on which the company executes work.

1. **Applicable Law**

These terms of business shall be interpreted in accordance with English law, to which both the client and the company agree to submit in the event of any dispute.

2. **Definitions**

In these terms of business:

- a. The **client** is the person or corporate body that places an order for training or consultancy services.
- b. The **company** (ISSEE) is the practitioner who accepts the order for training or consultancy services and includes employees and any third parties engaged by the company in the course of fulfilling the order for training or consultancy services.
- c. The **commission** is the consultancy or training requirement placed with the company.
- d. The term **confidential information** includes proprietary information, confidential technological or business information, data or techniques, business practice (fees, methods, names/addresses/telephone numbers of individuals, etc) and trade secrets but does not include information:
 - i. which becomes generally available to the public (other than as a result of unauthorised disclosure),
 - ii. was publicly available at the time it was provided,
 - iii. of a criminal nature.

3. **Purpose**

These terms of business are intended as a basis for executing orders for training or consultancy services and will be made available to clients on request.

4. **Acceptance**

Having regard to other commitments, the company shall not be obliged to accept a commission if the client asking for a quotation fails to place the work within 28 days.

5. **Delivery Dates**

Delivery dates shall be binding only when the company has had full sight of the order for training or consultancy services, received the required deposit and had a reasonable time to assimilate the requirements of the commission. They may be subject to alteration if any of the requirements are amended after the order for training or consultancy services has been placed. The company shall not be held responsible for any loss, damage or late delivery of finished work due to the postal or telecommunication services.

6. **Fees**

Fees/rates shall be agreed before the delivery of the commission and will be based on the company's standard rates. The fees/rates shall not be binding until the company has submitted a quotation based on full sight/appreciation of the order for training or consultancy services. Fees/rates may be varied after work has commenced if it emerges that not all the relevant information has been provided and/or there is a change in the requirements.

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7. Payment

A 10% deposit will be required in order to hold an order for training or consultancy services. This payment should be made **at the time of booking and is non-refundable**. The client shall make **full payment 28 days prior to the commencement date** of the delivery of the order for training or consultancy services.

8. Cancellation / Postponement

Cancellation/postponement fees shall apply if an order for training or consultancy services is cancelled or postponed after it has been placed. The deposit is non-refundable in all cases. No refunds will be made if the order for training or consultancy services is cancelled / postponed within 28 days of the commencement of the course or consultancy.

9. Copyright

All company material in written or spoken form or recorded in electronic form (CD ROM, floppy disc, etc) is the copyright of ISSEE. The company shall retain copyright on all training materials supplied by the company.

10. Confidentiality

The company shall not, without authority from the client, disclose confidential information and will treat all work in complete confidentiality. The client shall not, without authority from the company, disclose to any third party any confidential information relating to the company.

11. Force Majeure

In the event of the company being unable to complete orders for training or consultancy services within the agreed time as a result of *Force Majeure* (ie fire, storm, tempest, flood or any other natural disaster, industrial dispute, civil commotion, acts of war, terrorism or any other situation beyond the company's control), the company shall notify the client of the circumstances, which shall entitle the client and the company to withdraw from the contract for the work. The client shall pay the company for any work completed and the company shall endeavour to assist the client to place the work elsewhere or take some other remedial action.

12. Complaints

Any complaint about work produced by the company shall be made as soon as possible so that any remedial actions may be discussed. Complaints in any event must be made within 28 days to the company.

13. Contact

Additional information should be sent via the contact details below.

The Office Manager
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