



TERMS & CONDITIONS OF SALE

1 Definitions

Individual	– means the person being trained
The Buyer	– means the party who buys or has agreed to buy the service or goods.
The Company	– means IPS International Ltd
The Contract	– means the agreement to which these conditions apply.
The Services or Goods	– mean the subject matter of the contract

2 General

- 2.1 Individuals receiving the services under the Contract shall not be considered as employees or agents of the company. The company shall not be responsible for the payment of any remuneration, national insurance contributions, income tax, expenses and other payments which are the responsibility of an employer or a self employed individual.
- 2.2 These conditions shall apply to every sale made by the Company and no variation or abrogation shall be effective unless it is evidenced in writing signed on behalf of the Company and such evidence contains specific reference to these conditions being varied or abrogated. Any terms or conditions in the Buyers order which are inconsistent with these conditions shall have no effect.
- 2.3 The giving by the Buyer of any instructions for provision of the services or any part thereof or the acceptance by the Buyer of the services or any part thereof constitutes unqualified acceptance by the Buyer of these conditions.
- 2.4 All proposals, specifications, descriptions, recommendations or suggestions submitted by the Company prior to the specification for the contract or contained in the Company's trade literature and other published matter are of a generally informative nature and none of these form part of or are intended to form part of any contract.

3 Price and Payment

- 3.1 The Company's quotations are given on the basis that the terms quoted shall remain open for the placing of orders for 28 days from the date thereof.
- 3.2 Unless otherwise agreed in writing by the Company the price for the services or goods shall be the Company's ruling price current at the date of delivery to which shall be added (where appropriate) such other charges as the company shall specify and the amount of any VAT and other duties and taxes whether or not in the quotation or invoice.
- 3.3 Unless otherwise expressly stated in the contract the price (including all other charges) shall be paid in full and received by the Company by the last day of the month following the date of the month of invoice. The Company shall be entitled to charge interest on any sums not so paid. Such interest shall be calculated on a day-to-day basis on the amount outstanding at the rate of 6% above the base rate of Lloyds TSB plc from time to time until the price is paid in full.

4 Delivery

- 4.1 Any length of time or any date named or accepted by the Company for delivery of the services or goods is not a condition or other form of the contract and is an estimate only and the Company shall not be liable for the consequences of any delay. Time for delivery is, accordingly not of the essence of the contract.
- 4.2 The contract may be terminated or delayed by the Company or the Buyer by giving to the other written notice subject to the conditions detailed in paragraphs 4.3 to 4.4 inclusive.
- 4.3 If the Buyer terminates or delays the agreement by notice given more than 28 days before commencement of the delivery of services the Company shall be entitled to make a charge of 10% of the contract price levied.
- 4.4 If the Buyer terminates or delays the agreement by notice given within 28 days before commencement of the delivery of the services the Company shall be entitled to make a charge in full for the services already delivered plus the full balance of the contract price for services due to be delivered within the following 3 months.

5 Warranty and Limitations

- 5.1 The Company will at its option refund the price, or will replace, or will issue credit to the Buyer for the price of any services found to be defective by reason of poor workmanship provided that:
 - The Company is notified in writing within 7 days after receipt of the services of any such defect as would be apparent on careful consideration of the services.
- 5.2 Any warranty statement or undertaking as to the quality of the services or their fitness or suitability for any purpose however or whenever expressed or which may be implied by statute, custom or precedent is hereby excluded insofar as the law allows unless both parties have specifically agreed in writing to amend the conditions.
- 5.3 Save as expressly provided in condition 5.1 above the Company shall be under no liability (including liability for any indirect or consequential loss or damage) of whatsoever kind, howsoever caused whether or not due to the negligence or wilful default of the company or its servants or agents arising out of or in connection with the services or goods, whether arising in contract, tort, by implication, at common law by custom or otherwise.
- 5.4 If condition 5.2 above is held to be wholly or partly ineffective in relation to any claim the Buyer shall not be entitled to reject the services and any damages recovered by the Buyer shall be limited to the price or, if lower, to the reasonable cost of remedying the breach, provided that the Company shall first be afforded the opportunity to carry out such remedial work itself.

6 Force Majeure

- 6.1 The Company shall not be liable for delay in performance or for non performance in whole or in part of its obligations under the contract directly or indirectly resulting from causes beyond the control either of the Company or the Company's suppliers or sub contractors including but not limited by reference to acts of God, acts of the Buyer or a third party, hostilities, embargoes, sabotage, civil disturbance, government regulations and requirements, strikes, lockouts or other individual actions, illness, flood, fire, impact, explosion, adverse weather, shortage of labour, shortage of any services or materials, or delay on the part of any subcontractor of the Company.
- 6.2 In any such event the Company may without liability cancel or vary the terms of the contract including, but not limited to, extending the time for performing the contract. If the contract is frustrated or so cancelled the Company shall be entitled to such reasonable remuneration as it shall specify.

7 Breach and Buyer's Insolvency

- 7.1 The Company shall be entitled without prejudice to its other rights and remedies, either to terminate wholly or in part any or every contract between itself and the Buyer or to suspend any further delivery of the services or goods under any or every such contract in any of the following events:
 - a. If any debt is due and payable by the Buyer to the Company but is unpaid.
 - b. If the Buyer being a body corporate, an order is made or a resolution is passed for the winding up of the Buyer, or a provisional liquidator is appointed or an administrative order is made or any voluntary arrangement is proposed, or, the Buyer being an Individual or Partnership a bankruptcy order is made in respect of the Buyer.

8 Provision of Services, Intellectual Property and Confidentiality

- 8.1 All documents and information received by the Buyer during or in connection with the performance or any contract from the Company shall be held in confidence. Such documents and information shall not be disclosed by the Buyer, his staff, or agents, to any other person without the permission in writing of the Company, unless a duty of disclosure is imposed under statute or by order of the Courts.
- 8.2 The Copyright and design rights to any and all materials, information, and documents produced in fulfilling a contract by the Company shall remain with the Company. Such materials shall not be copied or reproduced in any way without the prior written consent of the Company.
- 8.3 If the Buyer lends any equipment to the Company for use on its own or the Company's premises associated with the provision of the services, the Company shall safeguard and protect the equipment so far as is reasonably practicable, but shall not be responsible for insuring the equipment.
- 8.4 Selection of the person or persons to provide the services shall be at the discretion of the Company. Every effort will be made to provide continuity but it may be necessary to change the person or persons providing the services during the period of a contract. The Company reserves the right to sub-contract the provision of services or any part thereof to any suitably qualified sub-contractor.

9 Notices

- 9.1 Any notice to be given hereunder may be given by hand or sent by prepaid first class post or by fax.

10 Proper Law and Jurisdiction

- 10.1 All contracts shall be governed and construed in accordance with English law and any disputes arising shall be subject to the jurisdiction of the English courts, to whose jurisdiction the Buyer submits