

Autotech Training Limited

a company incorporated in England and Wales under company number 13192579
and whose registered office is at is Libra Building, Linford Wood Business Park, Sunrise Parkway, Milton Keynes,
MK14 6PH

Standard Terms of Business Provision of Services

1 Definitions

1.1 In these Terms –

“Autotech Training” means “Autotech”, “Autotech Training” or “Autotech Training Limited” as shown in the details above.

“**Audit Partner**” means the Auditor / Audit company delivering an audit on behalf of Autotech Training when this is not Autotech Training.

“**Client**” means the person, firm or corporate body requesting Autotech Training to provide services;

“**Confirmation Date**” means the date when each of the following apply:

- A request to provide training / services has been received from the client.
- Autotech Training has confirmed to the Client that the training course / courses or services are available.
- The invoice for the training / services, issued by Autotech Training has been paid in full.

“**Contract**” means this agreement, between Autotech Training and the Client to supply the services agreed.

“Data Controller” means -

- (a) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and
- (b) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;

“**Data Protection Legislation**” means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;

“**Intellectual Property**” means and includes all documents, audit templates and documents, training materials and presentations, course manuals and handouts, inventions, patent applications, granted patents, registered and unregistered designs, copywritten works, trademarks and confidential information.

“**Month**” means calendar month.

“**Personal Data**” means as set out in, and will be interpreted in accordance with Data Protection Legislation;

“**Personal Data Breach**” means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Training Delegate / named individual as part of an audit / audit participant;

“**Process**” means as set out in, and will be interpreted in accordance with Data Protection Legislation and “**Processed**” and “**Processing**” will be construed accordingly;

“**Services**” means the goods or services that will be provided to the Client by Autotech Training under this contract.

“**Terms**” means these terms of business;

“**Training Partner**” means the company delivering a training course on behalf of Autotech Training when this is not Autotech Training.

“**Week**” means seven consecutive days.

“**Working Day**” means any day of the week, including Saturday and Sunday, but excluding statutory / public / bank holidays.

2 These Terms

- 2.1 These Terms constitute the entire agreement between Autotech Training and Client in relation to (a) the provision of Training services, (b) including, where relevant the production of bespoke materials, subject matter hereof and are deemed to be accepted by Client and to apply by virtue of (a) a request to provide training / services; or (b) Client's signature at the end of these Terms; or (c) any other written expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not the Training / services is delivered or not.
- 2.2 These Terms supersede all previous agreements between the parties in relation to the subject matter hereof.
- 2.3 These Terms prevail over any other terms of business or purchase conditions put forward by Client save where expressly agreed otherwise by Autotech Training.

3 Charges/Fees

- 3.1 Autotech Training will charge the client the full list price for each of its' services, or where providing bespoke audit content or bespoke training course content, a fee based upon the production bespoke content at the point of time where the confirmation date for the provision of training / services is agreed.

4 Invoices

- 4.1 Invoices are raised immediately, once a confirmed date for the commencement of the training / services is agreed.
- 4.2 Autotech Training shall raise invoices in respect of the charges payable and Client agrees to pay the amount due within 7 days of the date of the invoice.
- 4.3 All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated within clause 4.2 unless the Client notifies Autotech Training, in writing within 5 days of receiving the invoice, stating the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify Autotech Training that it wishes to dispute part of an invoice, the Client agrees to pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with Autotech Training in order to resolve the dispute as quickly as possible.
- 4.4 Payments made by a credit card cannot be withdrawn or refunded by utilising a credit card 14 day money back guarantee.
- 4.5 Failure to pay the invoice prior to commencement of the agreed training / service date may lead to Autotech Training cancelling or withdrawing the training / services.
- 4.6 Autotech Training reserves the right to charge interest on invoiced amounts overdue at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (as may be calculated using the calculator on the website: www.payontime.co.uk) from the due date until the date payment is received in cleared funds and reserves the right to charge compensation and further recovery costs in accordance with the Late Payment of Commercial Debts Regulations 2013.

5 Training, services, scheduling, transfers and cancellation

- 5.1 Autotech Training will provide training / services delivered either exclusively by Autotech Training Trainers, or in partnership with trusted Training partners, that are suitably qualified and accredited to offer such courses.
- 5.2 The contents of course outlines are provided for general guidance only and do not form part of the overall contract. Autotech Training reserve the right to revise and amend services and materials, as well as location of delivery, without notice.
- 5.3 Autotech Training accept no liability for the information shared within the training course, if it subsequently transpires that this is not accurate. Nor can Autotech Training be held responsible to update this information post-delivery of the course/s where legislative or innovation changes mean it is superseded.
- 5.4 Availability and proposed schedules for courses shown on our website are for marketing and general guidance only. Please contact Autotech Training and confirm the course availability before making arrangements for travel or accommodation. Autotech Training cannot be considered liable for any financial arrangements made by the client in relation to arrangements made.
- 5.5 It is the responsibility of the Client to determine the appropriateness of the delegates that they select to attend the course/s and that the course/s selected meet their requirements.

- 5.6 Upon the Client requesting a booking, Autotech Training will provide a booking confirmation. It is the Client's responsibility to provide Autotech Training with the correctly spelt full name of the delegate (no shortened names or nicknames) as this information will be required by Autotech Training to provide accurate certification for the completed courses. Autotech Training will correct an incorrectly spelt / issued certificate where applicable, however an admin charge of £25 plus VAT will be issued before the corrected certificate can be provided.
- 5.7 All courses and Audit materials, along with workbooks, training slides and Audit reports are in English. Delegates MUST be suitably proficient in English prior to attending a course and refunds cannot be considered due to a delegate's lack of proficiency.
- 5.8 The content of all course and course materials, along with workbooks and training slides are the Intellectual Property and the copyright of Autotech Training. Attendance of a course, where workbooks are provided does not imply any suggestion that such materials can be copied, retained and reshared without consent from Autotech Training.
- 5.9 Autotech Training and its training partners reserve the right to refuse admission to any delegate to their Training premises, or to require an already entered delegate to leave said premises, where it is deemed that the delegate is unsuitable to attend the course.
- 5.10 Autotech Training reserve the right to cancel or arrange an alternative date for a scheduled training course. In such circumstances, Autotech Training will endeavour to provide notice of cancellation or revised details to the Client.
- 5.11 In the event of cancellation by Autotech Training, the Client will receive a full refund of the course fee, however, Autotech Training will not be liable for any other expenses or loss arising from said cancellation.
- 5.12 The Client may cancel a course booking by contacting Autotech Training in writing via e mail or received post as soon as is reasonably practical.
- 5.13 Where a delegate fails to attend a course, Autotech Training will deem that the course has been cancelled. Cancellation fees are as follows:

Date of cancellation	Percentage of Fee to be rebated
More than 28 days prior to course	100%
28 to 14 days prior to course	50%
Less than 14 days prior to course	0%

- 5.14 Where a training delegate is unable to attend a course and we are notified in advance Autotech Training will endeavour to transfer the delegate to another scheduled course. Where a request to transfer a delegate to a different date more than 14 days before the scheduled course, there will be no additional charge. Where a request for a different date is made with less than 14 day's notice, an admin charge of £25, plus VAT will apply.
- 5.15 Where a request to substitute a different delegate for training in the place of an originally booked delegate is made, Autotech Training will endeavour to meet this request, but is under no obligation to do so. It is the responsibility of the Client to determine that the substituted delegate also meets the admission requirements of the course. Any substitution will result in an admin charge of £25

plus VAT, plus any additional unavoidable costs relating to the change in delegate.

- 5.16 Where a delegate completes a full course, but fails to pass the assessment at the end of the course, including but not limited to a MOT course, the opportunity for the delegate to resit the assessment element of the course without resitting the whole course may exist. Where this is the case, a resit fee equal to the cost of the resit only will apply. This must be paid in full prior to Autotech Training issuing the certificate / qualification certificate.

6 Audit services, scheduling, transfers and cancellation

- 6.1 Autotech Training will provide audit services delivered either exclusively by Autotech Training Auditors, or in partnership with trusted Autotech Training Audit partners that are suitably qualified to deliver such audits.
- 6.2 The contents of audit templates are provided for general guidance only and do not form part of the overall contract. Autotech Training reserve the right to revise and amend audit services and materials, without notice.
- 6.3 The client is required to allocate the most appropriate person/employee of the client to avail themselves at the start and at the conclusion of the audit, to allow for a commencement and conclusion meeting within the audit.
- 6.4 Autotech Training accept no liability for the information shared within the Audit, if it subsequently transpires that this is not accurate. All audit results are based upon the sample within the audit and do not reflect all activity of the client, only those items subject to audit.
- 6.5 The content of all audit templates and completed audits are the Intellectual Property and the copyright of Autotech Training.
- 6.6 Autotech Training reserve the right to cancel or arrange an alternative date for a scheduled audit. In such circumstances, Autotech Training will endeavour to provide notice of cancellation or revised details to the Client.
- 6.7 In the event of cancellation of a scheduled audit by Autotech Training, the Client will receive a full refund of the audit fee, however, Autotech Training will not be liable for any other expenses or loss arising from said cancellation.
- 6.8 The Client may cancel an audit booking by contacting Autotech Training in writing via e mail or received post as soon as is reasonably practical.
- 6.9 Cancellation fees are as follows:

Date of cancellation	Percentage of Fee to be rebated
More than 28 days prior to audit	100%
28 to 14 days prior to audit	50%
Less than 14 days prior to audit	0%

- 6.10 Where a request to substitute a different location for an audit in the place of an originally booked location is made, Autotech Training will endeavour to meet this request, but is under no obligation to do so. Any substitution will result in an admin charge of £50 plus VAT, plus any additional unavoidable costs relating to the change in location.

7 Health and Safety

- 7.1 All delegates are required to adhere with the instruction and guidance of the Autotech Trainer, both on an Autotech site and where training is delivered on a client site. Due to the nature of the subject matter, including EV training, there is a potential for incident. Tomfoolery or failure to adhere with instruction could lead to expulsion of a delegate from a Training course, where in the view of the Autotech Trainer, the actions of the delegate could endanger themselves, other delegates or the infrastructure. No refunds will be provided in such circumstances. The decision of the Autotech Trainer is final.

8 Liability and Indemnity

- 8.1 Autotech Training shall use reasonable endeavours to ensure all those delivering the training course and its content has the required standard of skill, experience and necessary qualifications to deliver such courses / services; or in the instance of providing Audit services, those completing the audits, nevertheless, Autotech Training is not liable for any loss, expense, damage or delay arising from and in connection with any failure on the part of Autotech Training to evidence such to the Client nor for any negligence whether wilful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill, experience or qualifications of Autotech Trainer/Autotech Auditor.
- 8.2 Autotech Training is not liable for any indirect or consequential losses or damage including but not limited to; loss of profits, revenue, goodwill, anticipated savings or for claims by third parties arising out of Autotech Training's performance or failure to perform any of its obligations in these Terms.
- 8.3 Autotech Training accept no liability in relation to an Accident or Death as a result of Client negligence.
- 8.4 Where Autotech Training complete an MOT audit, there will be no liability and no recourse if DVSA subsequently carry out disciplinary action upon the client
- 8.5 Notwithstanding clauses 8.2, 8.3 and 8.4 above, nothing in these Terms will be deemed to exclude or restrict any liability of Autotech Training to the Client for personal injury, death or fraud directly caused by Autotech Training.
- 8.6 Autotech Training shall not be liable for failure to perform its obligations under these Terms if such failure results by reason of any cause beyond its reasonable control.
- 8.7 Client will indemnify and keep indemnified Autotech Training against any costs (including legal costs), claims or liabilities incurred directly or indirectly by Autotech Training arising out of or in connection with these Terms including (without limitation) as a result of -
- 1) any breach of these Terms by the Client or by its employees or agents;
 - 2) any breach by Client or by Third Party, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation and Data Protection Legislation);
- 8.8 Save as required by law, the sole aggregate liability of Autotech Academy arising out of or in connection with these Terms is limited to the value of the training courses booked / provided.

9 Termination

- 9.1 These Terms may be terminated by either party by giving to the other immediate notice in the event that either Autotech Training or Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where Autotech Training has reasonable grounds to believe Client will not pay Autotech Training's invoice within the payment terms agreed within clause 4.2.
- 9.2 These Terms may be terminated by either party for convenience by serving 3 months' notice in writing.
- 9.3 Monies paid in advance will only be returned if Autotech Training fail to deliver. There will be no refunds.

10 Equal Opportunities

- 10.1 Autotech Training is committed to equal opportunities and expects the Client to comply with all anti-discrimination legislation as regards the selection and treatment of delegates for Training attendance.

11 Confidentiality

- 11.1 All information contained within these Terms will remain confidential and Client shall not divulge it to any Third Party save for its own employees and professional advisers and as may be required by law.

12 Data Protection

- 12.1 For the purposes of this clause 10 "Data Subject" means as set out and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes the Training Candidate.
- 12.2 The parties hereto acknowledge that Autotech Training is a Data Controller in respect of the Personal Data of Training Delegate received from the Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.
- 12.3 The parties hereto acknowledge that Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.
- 12.4 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, Autotech Training, or by the Training Delegate, will be used, processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 12.5 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 12.6 Client will -
 - 1) comply with the instruction of Autotech Training as regards the transfer/sharing of data between the parties hereto.
 - 2) not cause Autotech Training to breach any of their obligations under the Data Protection Legislation.
- 12.7 The Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Autotech Training.

13 General

- 13.1 Any failure by Autotech Training to enforce at any particular time any one or more of these Terms will not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.
- 13.2 Headings contained in these Terms are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 13.3 No provision of these Terms will be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.
- 13.4 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms will remain in full force and effect to the extent permitted by law.
- 13.5 Any reference to legislation, statute, act or regulation will include any revisions, re-enactments or amendments that may be made from time to time.

14 Notices

- 14.1 Any notice required to be given under these Terms (including the delivery of any information or invoice) will be delivered by e-mail or prepaid first class post to the recipient at its agreed e mail address or postal address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).
- 14.2 Notices will be deemed to have been given and served -
 - 1) if sent by e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the recipient informs the sender that the e-mail message was received in an incomplete or illegible form; or
 - 2) if sent by prepaid first-class post, 48 hours from the time of posting.

15 Force Majeure

- 15.1 Autotech Training will not be in breach of the contract where there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any Act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

16 Variation

- 16.1 No variation or alteration of these Terms will be valid unless approved in writing by Client and a Director of Autotech Training.

17 Applicable Law

- 17.1 These Terms will be construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.