

Zakon Training Ltd Standard Terms and Conditions

1. Definitions

- a) Zakon means Zakon Training Ltd (registered number 09590924), registered office BG Futures, Bishop Grosseteste University, Longdales Road, Lincoln LN1 3DY.
- b) Client means the party booking the services and/or to whom the services are being provided
- c) Services means the training or consultation services offered and provided by Zakon under these Terms and Conditions and in accordance with this document.

2. Zakon Training Ltd Obligations

- a) Zakon shall provide and carry out the Services for the Client on the terms and conditions set out in these terms and conditions.

3. Client Obligations

- a) The Client shall grant Zakon all reasonable access to locations, premises, staff and resources as necessary for the performance of the Services.
- b) The Client shall provide on a timely basis all information reasonably required to enable Zakon to provide the Services. The Client agrees that all such information disclosed to Zakon is or will be true, accurate and not misleading in any material respect. Zakon shall rely on, and will not independently verify, the accuracy and completeness of any such information supplied by the Client. The Client will be responsible for informing Zakon of any changes to the information originally presented by it.
- c) The Client is responsible for providing a purchase order number (or any other reference number should one be required) at the time of booking.

4. Termination

- a) Either party may terminate these Terms and Conditions forthwith by giving notice to the other if the other party is in material breach of its obligations under these Terms and Conditions. Where such breaches are capable of being remedied, fails to remedy that breach within 21 days of receiving notice of such breach.



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5. General

- a) Unless otherwise agreed in advance and in writing, all bookings for Services should be confirmed in advance by the payment of 50% of the total fees (plus VAT). Unless otherwise agreed in writing with Zakon, no booking shall be confirmed until such payment is received by Zakon.
- b) Unless otherwise agreed in writing, payment for Services is due in full in sterling not more than 30 days from invoice date.
- c) Except as otherwise stated, all fees and other charges are exclusive of Value Added Tax. Full costings will be agreed in writing between Zakon and the Client prior to commencement of the contract.
- d) Cancellations, in whole or in part, must be made in writing and only take effect on the date of receipt by Zakon. Unless otherwise agreed in writing, the following cancellation fees shall apply:

Cancellation Notice (working days)	% of Fee Payable
0 to 60	100%
61 to 180	50%
Over 181	10%

- e) Zakon reserve the right to charge the client 10%, per week, on the outstanding balance (plus VAT) on any invoice beyond the due date.
- f) Where a client requests training be delayed or an alternative date provided, this will be treated as a cancellation. Zakon will endeavour, where possible, to facilitate this change with the right to charge an administration fee. This decision is solely that of a Zakon director and is entirely dependent upon circumstances, in the absence of the ability to change dates, cancellation terms as above will apply.
- g) Unless agreed with Zakon in writing, it is the responsibility of the Client to ensure sufficient capacity for training sessions, services, conferences or any other delivery for which Zakon has been commissioned. Zakon will agree to deliver any such sessions as part of a contract and, save with respect to agreed maximum numbers, will do so regardless of audience size. Should no delegates attend within 15 minutes of the scheduled start time, Zakon reserve the right to treat this as a cancellation at 0 days' notice and thereby receive fees and associated expenses in full.



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- h) Zakon reserves the right not to admit, or to expel delegates, from training or other sessions without liability if, in our absolute discretion, their behaviour is inconsistent with our reputation or the management of the Course.
- i) Zakon will agree training or presentation materials with the Client and will only change the content or timetable where doing so will better enable objectives to be met and following consultation and agreement with the Client.
- j) The copyright of all materials created by Zakon to fulfil a Service commitment remains that of Zakon. Such materials may not be reproduced whether in whole or part, by any method whatsoever, without prior permission being given in writing by Zakon.
- k) Zakon accepts no liability in respect of loss or damage to Client or delegate property or possessions. Zakon does not exclude liability for such loss or damage, or for death and personal injury caused by its negligence.
- l) Zakon have in force a certificate of insurance giving sufficient cover to cater for any claims arising from allegations of loss, damage, personal injury or death relating to the negligence of anyone employed by Zakon whilst delivering Services covered by these terms and conditions.
- m) Dispute resolution. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding.
- n) Zakon shall have no liability for any consequence of force majeure including but not limited to severe weather, acts of Government, pandemics, strikes, acts of war or terrorism, transport delays.
- o) Zakon reserves the right to cancel any booking where seen reasonable and necessary, should Zakon cancel the booking the client will be refunded in full.
- p) Zakon have no liability whatsoever should a member of Zakon staff be unavailable due to injury or illness. In any such event, Zakon will attempt to find alternative staff, re-schedule service delivery or refund the client in full at Zakon's discretion.



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6. Preparation of Materials

- a) The following terms apply to the preparation of materials in addition to The General Conditions above:
- b) The scope, content and/or timetable of Services to be delivered by Zakon are as set out in our proposal, booking form and/or quotation. Zakon will start work on preparing such Services and developing the materials for them once written acceptance of the proposal is received by Zakon.
- c) Any material alteration to the proposal, which is requested by the Client after the initial agreement, must be made in writing. Any agreed changes will be confirmed to by Zakon in writing and may result in additional charges and/or a change in timing.
- d) These conditions apply to the provision of Services to the exclusion of all other terms whether in writing or otherwise, unless both parties agree other specific written terms and conditions.



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