

# TERMS & CONDITIONS

*This constitutes the agreement between South Tyneside College and "The User"*

## WHEREAS

- A. The College has agreed to make available to; named employees of the company or the individual (The User) detailed in the Schedule to this Agreement the appropriate facilities of the College which term shall include all instruction, training and supervision provided in connection with the proposed course on the usual commercial terms of the College.
- B. As the basis of the business transaction which the College has entered with the User, the College excludes insofar as permissible at law, any liability for all loss, damage and costs incurred by the User as a result of its use or intended use of the Facility by the User and its employees upon the terms of this Agreement.

NOW IT IS HEREBY AGREED as follows:

### 1. Exclusion

- 1.1 The User acknowledges and agrees that any advice or instruction of any kind provided by the College or any of its employees to the User and its employees shall be regarded as being of general application only and the User AGREES THAT THE College shall not owe the User any duty of care, and shall not therefore be liable, (only insofar as permissible at law) for or in respect of any loss, cost, charge, expense or otherwise incurred by the User in respect of any such advice or instruction or its applicability or otherwise to any design, construction or other project, or any other use, which may be contemplated or put into effect by the User following its use of the Facility.
- 1.2 The User acknowledges that the College is an educational establishment and does not hold itself out as a professional or expert adviser in the business of the User and the User having satisfied itself that the general instruction and training afforded by the College (as detailed in curriculum and course details supplied by the College to the User) is suitable for the User's needs, it is therefore reasonable for the College to exclude its liability in respect of any reliance by the User on advice or instruction given by the College.

### 2. Limitation

Whilst the College will make every effort to provide the Facility at such times and to such degree as the User shall have reasonably required when contracting with the College, in the event that the College is unable to make the Facility available to the User at such times and to such degree, the College's aggregate liability in respect of any claim made by the User for any costs, expenses, loss or damage it may have incurred as a result of unavailability shall be limited to a reimbursement of any course or training fee paid by the

User to the College in respect of the User's use of the Facility.

### 3. Indemnity

The User shall:

- 3.1 make good to the College all loss and damage suffered by the College as a result of any act, omission or default of the User or its employees in their use of the Facility and shall indemnify the College against all actions, claims, liabilities, costs and expenses arising out of such acts of defaults, and
- 3.2 indemnify the College in respect of all claims, proceedings, costs and expenses made or brought against the College in respect of death, personal injury, loss or damage caused to or suffered by the College and arising from the use of the Facility by the User, its employees or agents unless such death or personal injury shall be proven to be the direct result of the negligence of the College, its employees, servants or agents.

### 4. Insurance

The User acknowledges the exclusion and limitations of liability and the indemnities contained in Clauses 1-3 above and accordingly notes and agrees that it will maintain adequate insurance to a level reasonably satisfactory to the College and shall produce to the College upon request copies of such insurance policies.

### 5. Cancellation

The College reserves the right to cancel any course in unavoidable, exceptional circumstances. In this case all course fees paid will be refunded. ***Delegates that fail to attend on the start date of the booked course and have not provided 3 weeks (15 working days written notice) will not be entitled to any fee refund, and if no fee has been prepaid they will be invoiced for the full course fee. Transfer of prepaid fees can be undertaken at the discretion of the college.***

### 6. Precedence of this Agreement

In the event of any conflict between this Agreement and the College's terms and conditions of enrolment or any other agreement between the College and the user relating to the use of the Facility, the terms of this Agreement shall prevail.

### 7. Law and Jurisdiction

This Agreement is governed by English Law and in the event of a dispute relating thereto the parties hereby agree to submit to the exclusive jurisdiction of the High Courts of England and Wales.

***Unless otherwise agreed in writing, the Customer shall make payment in full for all services supplied within 30 days of the invoice date.***