

SMMT Industry Forum Ltd Standard Condition of Service (“Conditions”)

Last Updated May 2024

This is a summary of some of your key rights if you have purchased Products as a consumer.

*The law says that you have a 14 day right to change your mind and get a full refund on your Products. **If you have purchased digital materials such as e-manuals and e-books, You do not have this right to cancel once You have been provided with access to the materials.***

Products must be as described, fit for purpose and of satisfactory quality.

If the Products are faulty, you're entitled to a repair or a replacement.

If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some, or all your money back.

If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

Important information on downloading costs and ‘bill shock’:

When you buy your digital materials, please check the file size of your digital content carefully as using too much data might mean that you exceed your data limit, and you could face paying more than you were expecting.

1. Interpretation

In these Conditions:

- a) Affiliates means any entity which controls, is controlled by, or are under common control with a Customer but any such entity shall be deemed to be an Affiliate only so long as such control exists. “Control,” for purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- b) “Approving” or “Approved” means in the case of an Order, placing an order, signing or otherwise approving by email or other form of recorded communication;
- c) ‘Cancellation Charge’ means the charge payable by the Customer to IF where the Customer cancels or reschedules a Course, as set out in Conditions 12 and 13.
- d) ‘Closed Course’ means a classroom style event or training programme which a business Customer may book for the benefit of their employees.
- e) “Course” means any training programme whether Open Course, Closed Course, or Online Learning Course.
- f) “Customer” means the company, business or consumer to which IF shall provide services under and in accordance with the Order;
- g) “Contract” means the agreement between the Customer and IF concluded by the Customer Approving the Order subject to these Conditions;
- h) “DP Laws” means all applicable laws relating to the protection of personal data including the Data Protection Act 2018 as amended or modified from time to time;
- i) “Fees” means the price which includes Value Added Tax at the applicable rate unless specified otherwise, payable to IF by the Customer pursuant to the Contract specified in the Order;
- j) “Group” shall mean, in relation to the Customer, every other Customer which from time to time is a subsidiary or holding company of the Customer and the terms “subsidiary” and “holding company” shall have the meanings given to them by Section 1159 of the Companies Act 2006;
- k) “IF” means SMMT Industry Forum Limited, a company registered in England with registered number 08229698, whose registered office address is 71 Great Peter Street, London SW1P 2BN.
- l) “IF Materials” means all documents belonging to IF and supplied to the Customer or Course delegate in connection with the Contract, including but not limited to the “Common Approach Manual” or excerpts from it as appropriate, all Online Learning Courses resources and information in all other non-printed media;
- m) “Loss” includes destruction;
- n) “Month” means calendar month;
- o) “Online Learning Course(s)” means virtual learning, e-learning and other courses offered on-line or for digital download;
- p) “Open Course” means a classroom style event or training programme on which any Customers may book to attend in person.
- q) “Order” means the Order as Approved by the Customer which details the programme of Services to be provided to the Customer by IF subject to these Conditions;
- r) “Person” includes a corporation;
- s) “Products” means any materials, publications, e-manuals or e-handbooks that may be provided as part of an Order;
- t) ‘Personal Data’ means personal data as defined in the DP Laws, including name, address, date of birth, gender, email address, mobile and landline telephone numbers which are supplied to IF by the Customer in respect of themselves or any of their employees, contractors or agents
- u) “Services” means the programme of services and Products specified in the Order or Courses purchased on the Website by the Customer.
- v) “Website” means the IF website available at <https://industryforum.co.uk> or such other site as notified to you by us.

2. Performance

- a) Upon Approving a copy of the Order, the Customer agrees, subject to the Conditions, to purchase the Services. IF is entitled at any time prior to the Customer Approving the Order to revoke the Order, with the effect that it is not capable of being accepted by the Customer to form a legally binding contract and IF shall have no obligation or liability to the Customer.
- b) The Customer shall grant IF, IF engineers, employees, subcontractors and agents all the information and access to files, records and access to all Customer premises as IF reasonably requires to enable the performance of the Services;
- c) IF shall use reasonable endeavours to ensure that the Services shall be performed according to the timetable contained in the Order or as may be varied by mutual consent;
- d) IF does not warrant the suitability of the Services to the Customer and the Customer shall be responsible for assessing and satisfying itself as to the benefits (if any) to be achieved by the Customer in accepting the Services;
- e) IF warrants that it will use reasonable care and skill in carrying out the Services;
- f) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract;
- g) The Services will be deemed to be completed and the relevant element of the Contract price not paid in advance to be due and payable forthwith:
 - i) when IF issues a written notice to the Customer confirming such completion; or
 - ii) if IF is available to perform the Services but is prevented from doing so by reason of:
 - (A) the lack of relevant assistance from the Customer; and/or
 - (B) the condition of the Customer’s premises on the site and/or the facilities at which the Services are to be provided at the time agreed for the provision of the Services.

SMMT Industry Forum Ltd Standard Condition of Service (“Conditions”)

Last Updated May 2024

3. Severability

If any condition, clause, or provision of these Conditions (including any sub-clause or paragraph or any part of one or more of these Conditions) is held to be void, unlawful or otherwise unenforceable under any applicable law, then that Condition shall be omitted from these Conditions and that shall not affect the validity or enforceability of the remainder of the Conditions.

4. Confidentiality

- a) Each of the parties is responsible for identifying any information including know-how which it regards as being confidential or a trade secret (“Confidential Information”) before disclosure to the other party and each of the parties undertakes to the other to keep confidential all Confidential Information except where:
 - i) the Confidential Information was already lawfully known, or became lawfully known to either of the parties independently of the performance of the Services;
 - ii) the Confidential Information is, or comes into, the public domain other than due to wrongful use or disclosure by the parties;
 - iii) disclosure or use is necessary by either of the parties for the proper and effective performance of the Services;
 - iv) the disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign) and their authorised agents (including professional advisers).
- b) IF shall safeguard from Loss or damage every document or item supplied by or obtained from the Customer for the purposes of the Order and shall protect every such document or item from unauthorised use, disclosure or copying and shall return to the Customer every such document and item.
- c) Each of the parties shall ensure that their respective employees, agents, and sub-contractors shall comply with the requirements of this Condition 4. The parties shall use the same standard of care in relation to the information as if it were Confidential Information of their own.

5. Amendments and Variations

No amendment or variation in the terms of the Contract will be valid unless previously agreed in writing between IF and the Customer.

6. Payments and Charges

- a) Fees are payable in the manner indicated on the Order.
 - i. The Fees for an On-line Learning Course will be payable by debit or credit card at the time of placing the Order on our Website. We may in our discretion issue you with an invoice which will be payable on the earlier of the day preceding the Course start date or within 30 days of placing the Order. Credit and debit cards accepted by us are as specified on the Website. You will be directed to the Sagepay payments micro-site operated by Sagepay which facilitates card transactions to be accepted over the Internet. We do not have access to any payment details that you enter onto that micro-site. If the Fees are not paid prior to the start date of the Services, you will not be permitted to attend the Course. Confirmation of accreditation, certification, or notification of exam results will not be issued unless all fees have been paid in full.

- ii. Where a Customer acts as a consumer, the Fees for all other Services will be payable by debit or credit card at the time of placing the Order on our Website, subject to the same conditions in 6(a)(i).
- iii. The Fees for all other Services for business Customers shall be payable within 30 days of issue of the invoice which shall state the period and the Services for which payment is claimed. We must receive a valid purchase order before commencing the Services. Once we receive the purchase order your invoice will be issued.

- b) IF may (without prejudice to its other rights and remedies) charge the Customer interest in respect of late payment of any sum due under the Contract on a day to day basis (both before and after any judgment) at the rate of 4 per cent per annum above the base rate of Barclays Bank plc from the due date for payment to the actual date of payment (both dates inclusive). The interest shall be paid by the Customer on demand.

7. Health and Safety

The Customer shall comply with statutory Health and Safety requirements and exchange information with IF as required by statute and the IF Health and Safety policy. IF reserves the right to refuse to work in an environment which fails to comply with statutory Health and Safety requirements and prohibitions.

8. Liability and Indemnity

- a) For Customer’s purchasing Services other than Online Learning Courses:
 - i) IF shall not be liable for any Loss of or damage caused either to any physical property of the Customer or its staff or agents or any physical injury (including injury resulting in death) sustained by the staff or agents of the Customer other than by reason of any negligent act or omission of IF, IF employees or agents during the performance of the Services.
 - ii) The Customer shall indemnify IF, IF’s group companies and their employees, directors, subcontractors, consultants and agents (“Indemnified Parties”) against any claim, demand or liability made against or incurred by any of the Indemnified Parties in respect of any Loss of, or damage to, any property of any of the Indemnified Parties or injury (including injury resulting in death) sustained by any of the Indemnified Parties during the performance of the Services whilst on Customer premises, unless such Loss, damage or injury is caused by the negligent act or omission of such Indemnified Parties.
 - iii) Subject to Condition 8(a)(i) above, IF’s maximum aggregate total liability in contract, tort, negligence, breach of statutory duty or otherwise), howsoever arising out of or in connection with the Contract shall be limited to £2million.
 - iv) IF shall not be liable (in contract, tort, negligence, breach of statutory duty or otherwise) for:
 - (A) any economic loss, loss of turnover, profits, business, or goodwill as a result of any reliance placed by the Customer on the results of the Services or any breach of the Contract by IF; and
 - (B) any indirect or consequential loss, damage, fees costs, legal costs and professional and other expenses of any nature whatsoever incurred or suffered by the Customer.
- b) For Customers purchasing Online Learning Courses:
 - i) IF and its presenters are required to deliver the Online Learning Courses with reasonable care and skill. To the extent permitted by law, neither IF nor its presenters will be liable by reason of breach of contract, negligence or

SMMT Industry Forum Ltd Standard Condition of Service (“Conditions”)

Last Updated May 2024

otherwise for any loss or consequential loss occasioned to the Customer, its delegates or any third party arising from or connected with the Course except to the extent that any such loss does not exceed the price of the Course. Consequential loss shall be deemed to include, but is not limited to, any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable to any third party or any other indirect or consequential losses.

- ii) The Customer must ensure that any delegate for an Online Learning Courses satisfies the Technical Requirements and the educational Pre-Requisites (as detailed on the Website in the product details) and meets any exam scheduling requirements as are set out in the Course details. The Customer is advised to verify these details prior to placing an order. IF will not be held responsible for any failure to do so and no refunds will be provided as a result of any such failure.
- c) Nothing in these Conditions excludes or limits the liability of IF for death or personal injury caused by IF's negligence, or for fraudulent misrepresentation. If the Customer acts as a consumer, nothing in this Contract shall remove or limit the Customer's statutory rights

9. Termination by IF due to Insolvency

- a) IF may by notice in writing to the Customer terminate the Contract with immediate effect if:
 - i) the Customer is deemed to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - ii) the Customer calls a meeting for the purpose of passing a resolution to wind-up its business or passes a resolution to wind-up its business;
 - iii) a court makes an administration order or a winding-up order against the Customer;
 - iv) the Customer makes a composition or arrangement with its creditors;
 - v) the Customer has an administrative receiver, receiver or manager is appointed over all or part of its business by a creditor or by the court;
 - vi) possession is taken of any of the Customer's property under the terms of a floating charge or the Customer suspends or ceases or threatens to suspend or cease to carry on its business.

10. Termination for breach of Contract

If either party commits a material breach of the Contract and, in the case of a breach which is capable of remedy, fails to remedy such breach within 28 days of being required by the other party in writing to do so, the injured party shall be entitled to terminate the Contract with immediate effect by notice in writing to the other party.

11. Termination due to cancellation by IF

IF shall be entitled to terminate the Contract by giving the Customer not less than 28 days' notice in writing to that effect.

12. Termination due to cancellation by the Customer

- a) The Customer may cancel the Services, by notice in writing received by IF prior to the commencement of the Services. Cancellation by the Customer is subject to the following charges:
 - i) If notice is received by IF more than 42 days prior to commencement of the Services, no charge;

- ii) If notice is received by IF less than 42 days prior to commencement of the Services, a Cancellation Charge of 50% of the Services Fees is payable;
- iii) If notice is received by IF less than 28 days prior to commencement of the Services, a Cancellation Charge of 75% of the Services Fees is payable;
- iv) If notice is received by IF less than 14 days prior to commencement of the Services, a Cancellation Charge of 100% of the Services Fees is payable.

- b) **Cancelling as a consumer.** Where the Customer is acting as a consumer, the Customer is entitled to cancel the Contract and receive a full refund within 14 days from the date the Contract is made provided that the cancellation occurs prior to the start date of the Services (“the Cancellation Period”) and the following Conditions 12(c) to 12(f) will apply. After the end of the Cancellation Period, a Customer acting as a consumer will be subject to the Cancellation Charges set out in Condition 12(a). To meet the cancellation deadline stated in this Condition 12(b), it is enough for the Customer to send IF a communication (by letter or by email to the email address provided in the Order) concerning the exercise of the right to cancel before the Cancellation Period has expired. The Customer is not required to, but may, use the model cancellation form set out in Schedule 1 at the end of these Conditions to communicate the cancellation request to IF.
- c) **Effects of cancellation where Customer is a consumer:** If the Customer, acting as a consumer, cancels this contract within the Cancellation Period, IF will reimburse to the Customer all payments received from the Customer unless the Customer requested for IF to start providing the Services during the Cancellation Period, in which case the Customer must pay IF for the Services IF provided up to the time the Customer told IF that the Customer wants to cancel this Contract, which will be an amount in proportion to the Services performed up to that point in comparison with the full price under this Contract; or the full price under this Contract, if the Customer lost their right to cancel this Contract because the Services were fully performed (i.e. the work was completed) during the Cancellation Period.
- d) IF will make the reimbursement without undue delay, and not later than 14 days after the day on which IF is informed about the Customer's decision to cancel this Contract.
- e) IF will make the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of the reimbursement.
- f) Any valid cancellation will result in the Customer no longer having access to the relevant IF Materials or the licence to such materials being immediately revoked.
- g) The Customer may not otherwise terminate the Contract except in accordance with this Condition 12 or Condition 10 nor reschedule in accordance Condition 13.

13. Rescheduling

- a) Where the Customer is acting as a consumer, the Customer is entitled to transfer to a future Open Course where such an alternative is available. The following transfer conditions apply:
 - i) A charge of £100+VAT is payable by the Customer.
 - ii) only one transfer is permitted per Contract, and any additional changes will be treated as a cancellation under Condition 12.
- b) Where the Customer has booked a Closed Course, the Customer may request in writing to reschedule the Closed Course, subject to availability. The following reschedule charges will apply:
 - i) If notice is received by IF more than 42 days prior to commencement of the Closed Course, no charge;

SMMT Industry Forum Ltd Standard Condition of Service (“Conditions”)

Last Updated May 2024

- ii) If notice is received by IF less than 42 days prior to commencement of the Closed Course, a Cancellation Charge of 50% of the Services Fees is chargeable;
 - iii) If notice is received by IF less than 28 days prior to commencement of the Closed Course, a Cancellation Charge of 75% of the Services Fees is chargeable;
 - iv) If notice is received by IF less than 14 days prior to commencement of the Closed Course, a Cancellation Charge of 100% of the Services Fees is chargeable.
- ii) subject to paragraph c) below, loading or running on the Customer’s information technology systems;
 - iii) training of the Customer’s employees;
 - iv) application of the IF process to other areas of the Customer’s own business only;
 - v) other uses with the prior written consent of IF from time to time.

14. Consequence of Termination

Any termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination. Any termination of the Contract shall automatically terminate the licence to the IF Materials provided for Online Learning Courses and any online access will be immediately withdrawn.

15. Special Provision

- a) In the case of any conflict or inconsistency between these Conditions and the Order, the Order shall prevail.
- b) Both parties acknowledge that business or other circumstances may require IF to amend the IF engineers to be provided to the Customer.
- c) IF reserves the right to alter, amend or add to these Conditions from time to time providing a copy of either such alteration or amendment in writing to the Customer.
- d) The Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever).

16. Copyright and Property in Information

- a) Nothing in the Contract or done under the Contract shall be taken to diminish any IF copyright, patent rights or rights to any other intellectual or industrial property which would apart from this Contract vest in IF.
- b) All copyright and other intellectual property rights in any of the IF Materials belong absolutely to IF and IF reserves all rights in all and any of them.
- c) Following provision of the Services, IF may expressly nominate certain materials, including IF Materials, to be left on site with the Customer for which IF hereby grants the Customer a licence, the form of which is set out at Condition 16, subject to terms IF specifies, for the Customer to use such materials, together with know-how and processes demonstrated, purely for the Customer’s own internal business and training purposes. The Customer agrees to be bound by the terms IF specifies as a condition to the grant of any such licence.

17. Intellectual Property Licence

- a) Subject to the remaining provisions of this Condition 16, IF grants to the Customer a non-assignable, non-exclusive royalty-free licence in the country in which the Customer is resident or in which its Affiliates using the IF Materials are located for ten (10) years from the earlier of the first day of supply of the Services or the date the Customer signs the Order, to use the IF Materials for the corporate Customer’s own internal business purposes or where the Customer is an individual consumer for the Customer’s own private use, including the following purposes:
 - i) taking a reasonable number of photocopies or otherwise making available as may be necessary to the Customer’s own employees to be used only for the purposes authorised under paragraphs (a)(iii), (a)(iv) and (a)(v) below;

- b) Nothing in this licence shall prevent IF from developing, exploiting, using, dealing with or disposing of or manufacturing, assembling, selling, leasing or producing products using the IF Materials as IF sees fit in the absolute discretion of IF.
- c) In the event that the Customer runs IF Materials on its information technology systems in accordance with the licence granted in paragraph a) ii) of this Condition 16, the Customer acknowledges that IF provides no warranty or guarantee as to performance, functionality or compatibility with any such system. In particular, Customer is advised to contact IF in case of any concerns that IF Materials may not be compatible with its systems.
- d) The Customer agrees that the Customer will not release, reveal, sell, dispose of or disclose in any way all or any of the IF Materials to any third party. In the event that the Customer breaches the terms of this paragraph (c) then IF may terminate this licence immediately on notice to the Customer.
- e) In the event that this licence is terminated for any reason the IF Materials, including any copies of the IF Materials made by the Customer, shall immediately be returned to IF by the Customer. Any copies of the IF Materials stored on the Customer’s information technology systems, including those stored on non-printed media, shall be destroyed by the Customer.
- f) The Customer shall not assign, sub-licence, charge, sub-contract or otherwise transfer any of the Customer’s rights under this licence without the prior written consent of IF.
- g) The Customer shall indemnify IF against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from any breach of this Condition 16.

18. Non-Solicitation and Non-Engagement

- a) The Customer and its Group during the term of the performance of the Services and a period of 8 months after expiry or termination however caused shall not directly or indirectly solicit or offer employment or engagement to IF staff who have been employed or engaged in the provision of the Services. For the purposes of this Condition ‘solicit’ means the soliciting of such a person with a view to engaging such person as an employee, director, sub-contractor or independent contractor.
- b) In the event that the Customer or its Group is in breach of Condition 17(a) above, the Customer shall pay to IF by way of liquidated damages an amount equal to 20 per cent of the gross annual salary (as at the time of the breach) of the person so solicited, employed or engaged. This provision shall be without prejudice to IF’s ability to seek injunctive relief.
- c) The Customer hereby acknowledges and agrees with the formula specified in Condition 17(b) above as a reasonable estimation of the loss which would be incurred by IF as a result of the loss of the person so employed or engaged.

19. Compliance with Relevant Compliance Requirements

- a) The Customer shall:
 - i) comply with all applicable laws, regulations, guidance and sanctions relating to anti-trust, anti-bribery and anti-corruption including but not limited to the DP Laws, Competition Act 1998, Enterprise Act 2002, Bribery Act 2010 and Modern Slavery Act 2015 (“Relevant

SMMT Industry Forum Ltd Standard Condition of Service (“Conditions”)

Last Updated May 2024

Requirements”) all as amended or modified from time to time or as replaced in their entirety by any legislation which replaces any of them;

- ii) have and shall maintain in place throughout the term of the Contract its own policies and procedures, to ensure compliance with the Relevant Requirements;
 - iii) ensure that all its employees, agents and subcontractors comply with this Condition 18;
- b) Breach of this Condition 18 may result in immediate termination and the Customer shall indemnify IF for any loss that IF suffers as a result of the Customer’s breach of it.

20. The Contracts (Rights of Third Parties) Act 1999

A Person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

21. Collection, use and sharing of Personal Data

- a) IF, as data controller (as defined in the DP Laws), may collect and process Personal Data relating to the officers, employees, contractors and agents of the Customer (“Personnel”).
- b) IF may use the Personal Data in accordance with its Privacy Notice as updated from time to time. IF’s Privacy Notice is available on its website at: <https://industryforum.co.uk/privacy-notice/>
- c) The Customer shall bring IF’s Privacy Notice to the attention of its Personnel and, where applicable, shall obtain all necessary consents in compliance with the DP Laws, before providing Personal Data to the Company.
- d) On termination of this Contract for whatever reason, IF may retain Personal Data for such period as is necessary in accordance with the DP Laws and its Privacy Notice.

22. Entire Agreement

- a) The Order, these Conditions and the documents referred to herein constitute the whole of the terms agreed between the parties hereto in respect of the subject matter of this Contract and the Customer hereto acknowledges that in entering into this Contract it has not relied on any representations or warranties other than as expressly set out in the Order, or any pre-contractual statements whatsoever made by IF or any agent or

representative of IF and any other said warranties, representations or statements (whether express or implied) are hereby excluded from the terms of the Contract.

- b) IF excludes all liability for any reliance that the Customer has placed on any statement, warranty, representation (including any misrepresentation, provided such misrepresentation was not made fraudulently) made by IF in entering into the Contract. The Customer agrees that the only rights or remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Contract which it might otherwise have had.

23. Subcontracting

- a) The Customer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of IF.
- b) IF may assign, charge, subcontract or transfer the Contract or any part of it to any person.

24. Law and Jurisdiction

- a) If you are a business Customer, this Contract will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.
- b) If you are consumer customer relevant United Kingdom law will apply to this Contract. If you want to take court proceedings the courts of the region of the United Kingdom in which you live will have non-exclusive jurisdiction to this Contract.

25. Force majeure

If the performance of this Agreement or any obligation under it is prevented, restricted or interfered with due to any reason outside either party’s reasonable control, the party so affected, upon giving prompt notice to the other party, shall be excused from performance to the extent of the prevention, restriction or interference but the party so affected shall use all reasonable endeavours to avoid or remove such causes of non-performance and shall continue performance under the Contract.

SMMT Industry Forum Ltd Standard Condition of Service (“Conditions”)

Last Updated May 2024

Schedule 1 - Model Cancellation Form

You may complete and send us this form to cancel your order as outlined in Condition 12(b).

To SMMT Industry Forum Ltd (address or enquiries@industryforum.co.uk) :

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate