

Terms and conditions

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These Terms and Conditions govern the supply to the Customer of Belmont Skills Group

OPERATIVE PART

1. INTRODUCTION

1.1 In these terms and conditions the following terms shall, unless the context otherwise requires have the meanings set out below:-

“Contract” means any agreement between Belmont Skills Group and the customer for the supply of products which expressly or by implication incorporate these terms and conditions

“Customer” means the party named in the invoice

“Delivery Address” means the address as the point of delivery as notified by Belmont Skills Group to the customer

“Delivery date” means the delivery dated as notified by Belmont Skills Group to the customer

“Invoice” means the invoice prepared by Belmont Skills Group and issued to the customer

“Price” means the total price for the products as specified in the invoice

“Products” means Belmont Skills Group training course products..

“Belmont Skills Group ” means Belmont Skills Group a limited company registered in England who’s head office is at 45 Vincent Drive, Westminster Park, Chester CH4 7RQ.

1.2 This contract constitutes the entire agreement between the parties with regard to the supply to the customer of products. Each party confirms that it has not relied upon any representation nor recorded in this document including it to enter into the contract. No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories on or after the date of contract.

1.3 If these terms and conditions are incorporated by reference into any other form of agreement between Belmont Skills Group and the customer and that other agreement is currently in effect at the time the contract is made, so that the contract constitutes a contract for the purposes of that agreement, the terms and conditions of the agreement will prevail in the event, but only to the extent, of any conflict of meaning with these terms and conditions

2. PRICE AND PAYMENT

2.1 Applicable taxes, import duties and other duties are not included in the price and will be charged in addition unless agreed otherwise. Value Added Tax will be charged at the appropriate rate at the time of invoice.

2.2 Payment of the price or any part payment thereof and any other charges due under the contract must be made upon receipt of the invoice (unless otherwise specified in the invoice). The contents

of the invoice, including inter alia the price shall, in the absence of a manifest error, be deemed to have been accepted by the customer unless the customer has notified Belmont Skills Group in writing within seven days of the date of the invoice that such contents are disputed. Unless otherwise agreed, the payment shall be made in pounds sterling, without set-off, deduction or withholding. All payments which are not received when payable shall be considered overdue and Belmont Skills Group reserves the right to charge interest on a weekly basis at eight percent per week cumulative. A service charge of £70+VAT will become liable in the pursuit of overdue debts.

2.3 Without prejudice to any of Belmont Skills Group other rights if the customer fails to effect any payment due to Belmont Skills Group under the contract in accordance with clause 2.2, Belmont Skills Group shall have the right to terminate or suspend the contract in whole or in part. If Belmont Skills Group elects to exercise its right of suspension under the sub-clause it shall do so by notice in writing to the customer and shall be entitled to recover from the customer all costs which it reasonably incurs as a consequence of such suspension.

3. DELIVERY

3.1 Delivery will be effected at the delivery address.

3.2 Delivery date is approximate only and not of any contractual effect. While Belmont Skills Group will use all reasonable endeavours to meet the delivery date it will not be liable for any loss or damage (including loss of use, loss of contract or loss of profits) incurred by the customer as a result of any failure to deliver on such particular date.

3.3 Each delivery of products under the contract will be deemed to constitute a separate 3.4 If the customer refuses or fails to take delivery of products tendered in accordance with the contract, delivery will nevertheless be deemed to have taken place for the purpose of Belmont Skills Group rights to payment and Belmont Skills Group will be entitled to store the products at the customers risk and expense, including all transportation charges.

3.4 If the products are not in accordance with the contract the sole remedy of the customer shall be limited to Belmont Skills group making good any shortage by replacing such products.

4. SUBSTITUTION AND CHANGES

4.1 Belmont Skills Group reserves the right to make improvements, substitutions or modifications to any part of the products at any time prior to delivery, provided that such improvements, substitutions or modifications will not materially affect the performance of such products.

5. LIMITS OF LIABILITY

5.1 Except as expressly stated in this clause and elsewhere in these terms and conditions any liability of Belmont Skills Group for breach of contract will not exceed, in the aggregate of damages, costs, fees and expenses capable of being awarded to the customer, the price.

5.2 Except as expressly stated in these terms and conditions Belmont Skills Group disclaims all liability to the customer in connection with Belmont Skills Group performance of this contract or the customers use of the products and in no event will Belmont Skills Group be liable to the customer for special, indirect or consequential damages including but not limited to loss of profits or arising from loss of data or unfitness for use purposes.

6. CONFIDENTIALITY

6.1 Each party shall treat as confidential all information obtained from the other pursuant to the contract and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this clause shall not extend to negotiations leading to the contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Each party shall ensure that its employees are aware of and comply

with the provisions of this clause. If Belmont Skills Group shall appoint any sub-contractor then it may disclose confidential information to such sub-contractor subject to such sub-contractor giving Belmont Skills Group an undertaking in similar terms to the provisions of this clause. The foregoing obligations as to confidentiality shall survive any termination of contract.

7 FORCE MAJEURE

7.1 Belmont Skills Group shall not be liable for failure to perform its obligations in the event such performance is prevented or hindered by reasons of force majeure. Force majeure shall be deemed to mean all causes beyond the reasonable control of Belmont Skills Group (including without prejudice to the generality of the foregoing any delays arising from the act, omission, or default of any of Belmont Skills Group suppliers or sub-contractors), fires or industrial disputes.

8. ASSIGNMENT

8.1 The customer shall not assign its rights or obligations under the contract except with the prior written consent of Belmont Skills Group.

9. WAIVER

9.1 Failure by either party any time to enforce any of the provisions of the contract shall not be construed as a waiver by that party of any such provisions nor in any way affect the validity of the contract.

10. SEVERABILITY

10.1 In the event that any or any part of the contract shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severable from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

11. LAW AND JURISDICTION

11.1 The contract shall be subject to and interpreted in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts in all matters arising out of the contract.

12. NOTICES

12.1 Any notice to be served by either party pursuant to the contract is to be sent by registered mail to that other party's address as specified in the invoice.