



## Terms and Conditions

### Definitions

**“Agreement”**: means the contract you have entered into by purchasing the services to which these terms and conditions apply.

**“Customer”**: person, firm or company to whom Services are provided

**“Dux / Duxinaroe”**: means Duxinaroe Limited with registered office 4, The Capricorn Centre, Cranes Farm Road, Basildon, Essex. SS14 3JJ

**“Services”**: services to be provided by Duxinaroe to the Customer under the Agreement which include public scheduled courses, on-site training courses and consultancy services

**“In-house training”**: refers to training delivered by Duxinaroe on customer premises

**“Public courses”**: refers to training delivered by Duxinaroe to multiple customers at a Duxinaroe or alternative location from that of the Customer, including those events hosted virtually

**“Consultancy”**: refers to bespoke advice and other assistance relating to a Customer’s specific requirements as agreed at the outset of the engagement

**“Engagement”**: refers to each individual piece of bespoke In-house training or Consultancy work requested by the Customer

**“Bespoke training”**: refers to training tailored to a Customer’s specific requirements including but not limited to creation of new and tailored training materials

**“Working Day”**: every week-day apart from Saturday, Sunday, and United Kingdom statutory holidays

**“Third Party”**: refers to any outside party, contractor or consultant which Duxinaroe may choose to deliver the Services.

**“Quote”**: refers to the price quoted in a proposal document, contract or any other form of formal communication.

### 2. General

2.1 These terms and conditions should be read and accepted by you prior to your purchase. You accept that by purchasing any of our Services, you agree to be bound by these terms and conditions.

2.2 By placing an order for Services from Duxinaroe you warrant that you are legally capable of entering into binding contracts on behalf of the Customer and acknowledge that where a purchase order is issued for the ordering of such services, these Terms and Conditions will prevail over any terms and conditions contained within any such purchase order.

2.3 Where a customer has a specific agreement or contract in place for alternative services provided by Duxinaroe, the Customer acknowledges that for any instances of training or consultancy, and/or where there is a conflict of terms and conditions, these Terms and Conditions will apply for any training or consultancy services unless expressly acknowledged in writing by Duxinaroe.

2.4 Duxinaroe reserves the right to modify these T&Cs without prior notice. When changes are made, Duxinaroe will notify the changes on the Company's website ([www.duxinaroe.com](http://www.duxinaroe.com)). If the Customer does not accept any changes, the Customer shall promptly notify Duxinaroe of such non-acceptance and in such case, the old T&Cs shall govern for the remaining term of Agreement and the new T&Cs shall apply to any new Agreement.

2.5 Duxinaroe shall provide the Services requested, and as described in any Duxinaroe written proposal, exercising reasonable skill and care at all times.

2.6 The Agreement shall be governed by English Law. Any dispute under this Agreement shall be submitted to the exclusive jurisdiction of English courts.

2.7 The parties are each independent contractors. Nothing in this Agreement shall give rise to a partnership, joint venture, agency or any such other relationship between the parties. Neither party shall claim to be a legal representative, partner, agent, franchisee or employee of the other party.

2.8 Duxinaroe may assign or sub-contract its obligations or rights under this Agreement to a competent third party in whole or in part. The Customer may not assign this Agreement in whole or in part except with Duxinaroe's express written consent.

2.9 By providing personal data relating to your employees or agents to us, you confirm that you are entitled to disclose that data to us under the terms of the Data Protection Act 2018 and related legislation and that we are entitled to process such data for the purposes of providing your contracted Services.

### 3. Customer Obligations

3.1 Where Duxinaroe are required to perform services on Customer premises, the Customer agrees to provide a full and safe working environment for Duxinaroe's staff and contractors including any relevant safety wear and equipment as may be necessary in performing the required services.

3.2 The Customer agrees to ensure that Duxinaroe staff and any sub-contractors engaged by Duxinaroe are informed of all relevant health & safety requirements of the Customer's site at the outset of any services performed.

3.3 The Customer agrees to have in place suitable employer's liability and public liability insurance at all times that services are performed by Duxinaroe on the Customer's premises.

### 4. Fees & Payment

#### Fees

4.1 Any prices quoted to the Customer for the provision of Public Courses will be based on prevailing price lists in force at that time. Such price lists are subject to change and amendment at any time.

4.2 Prices quoted for Public Courses which are run from a Duxinaroe Venue include day conference venue fees but exclude any required overnight accommodation where applicable which will be subject to a separate fee and terms and conditions.

4.3 Prices quoted for the provision of In-house training or Consultancy are provided on a bespoke basis, dependent on the Customer's requirements on a job-by-job basis and are only valid for 30 days from the date of any written quote.

4.4 Any discounts offered by Duxinaroe to the Customer for the provision of services are offered against published price lists or standard rates in force at the date of quote, and such discounts or offers are unable to be used in conjunction with any other offers available at that time.

4.5 All fees are quoted exclusive of VAT, which will be charged at the prevailing rate.

4.6 All fees quoted are for the provision of services only and exclude any travel or subsistence or other expenses which, other than mileage, will be payable by the Customer in accordance with Duxinaroe's internal expenses policy. Such Travel and subsistence will be recharged to the Customer at cost. Mileage will be recharged to the Customer at 65 pence per mile.

4.7 All fees are subject to annual or other such periodic review and amendment in order to take into account the changing nature and variation of wages, materials and other costs in providing the services to the customer. Duxinaroe reserves the right to accordingly adjust fees at any time to take account of such increases in cost.

4.8 In no circumstance will Duxinaroe be liable for any administration costs the customer incurs as a result of approving Duxinaroe as a supplier, nor will Duxinaroe accept a reduction in fees for payment received in accordance with clauses 4.8 to 4.15 where those terms contradict any payment terms normally expected by the customer for other goods or services.

#### Payment terms

4.8 All training courses (both Public courses and In-house training) are billable in advance and are payable 15 days prior to the course delivery date, or in the case of bespoke training courses, the later of 15 days prior to the course delivery date or the customer approval of the course design, but in any event prior to the commencement of the course.

4.9 Any Public courses booked within 15 days of the course commencement date are payable by credit card in order to confirm a candidate place on the course.

4.10 Duxinaroe reserve the right to refuse attendance on any Public course which has not been paid in advance. Duxinaroe further reserve the right to refuse to deliver any In-house training which isn't paid in advance and will be subject to the cancellation terms as set out in clause 5.

4.11 Consultancy assignments will be invoiced either upon completion or in the case of longer assignments on a monthly frequency based on work completed at the point of billing. Such invoices are payable 30 days from the date of invoice.

4.12 Where a Consultancy assignment results in the production of a final report, such Consultancy assignment fees are payable in full in advance of the publication of any such report. Duxinaroe reserve the right to refrain from issuing any such report until such time that any outstanding debts relating to the assignment are settled.

4.13 Any fees outstanding beyond agreed terms are subject to a late payment interest charge of 5% above the Bank of England base rate prevailing at the end of each month that such debt is outstanding.

4.14 The Customer warrants in all instances that where a valid Customer purchase order is required to be quoted on any invoices, the Customer will provide such purchase order details as necessary in order to facilitate payment in good time and for the full value of any service provided.

4.15 Duxinaroe is not liable under any circumstances for the failure of the Customer to provide any necessary purchase order information as may be required, and the Customer accordingly acknowledges that all fees are due and payable according to Duxinaroe's terms and conditions in the instances where a valid purchase order has failed to be provided.

## 5. Cancellation & Termination

### Cancellation

5.1 Cancellation charges including those levied for transfers, deferrals or postponements of services are charged in accordance with the table of charges set out below. All charges are exclusive of VAT.

<b>Training</b>	<b>21-25 days</b>	<b>10-20 days</b>	<b>Less than 10 days</b>
<b>Cancellation %</b>	20%	50%	100%
<b>Transfer/Postponement fee %</b>	-	25%	50%

<b>Consultancy</b>	<b>16-20 days</b>	<b>11-15 days</b>	<b>Less than 10 days</b>
<b>Cancellation %</b>	20%	50%	100%

<b>Consultancy</b>	<b>More than 10 days</b>	<b>6-10 days</b>	<b>Less than 5 days</b>
<b>Postponement %</b>	-	25%	50%

5.2 Charges are applied to the full list price of any course or standard day rates in force at the date of cancellation.

5.3 All cancellations, transfers, deferrals or postponements must be received in writing by Duxinaroe.

5.4 Duxinaroe reserves the right to cancel, defer or postpone any training or consultancy services at any time at its discretion with no liability to the Customer. In such circumstances Duxinaroe will offer the Customer an alternative date. Duxinaroe will not be liable for any expenses incurred by the Customer within 10 working days of the course date; thereafter Duxinaroe will reimburse the Customer the lower of the expense incurred or £100 in total on production of supporting receipts. Duxinaroe will not compensate the Customer for any time spent travelling or being away from the office as a result of such cancellation.

5.5 Where Duxinaroe cancels a course and is unable to offer an alternative date to the Customer, then the Customer will be refunded in full any fees paid. For the avoidance of doubt Duxinaroe is under no obligation to provide a refund where an alternative date is offered but is refused by the Customer.

5.6 The Customer may substitute course attendees as required as long as Duxinaroe is informed in writing with no less than 10 days' notice. In such instances it is the Customer's responsibility to ensure that the attendee has any prerequisite knowledge and/or, has undertaken any required pre-reading in order to attend the course. Duxinaroe reserves the right to charge an administration fee of £50 for each substituted attendee.

### Termination of Agreement

5.7 This Agreement will continue to apply to all training and consultancy arrangements provided to the Customer until such time that terms and conditions are changed.

5.8 Duxinaroe may at its discretion terminate or suspend this Agreement upon 10 days' notice to the Customer if:

- a) the Customer ceases to trade or otherwise terminates business operations;
- b) becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or any proceeding is instituted against the Customer;
- c) fails to make payment in accordance with the terms and conditions of this Agreement

5.9 Duxinaroe may at its discretion immediately terminate or suspend this Agreement if the Customer commits a material breach, or a series of breaches the combination of which constitutes a material breach and the Customer fails to remedy such breach(es) with 10 days after receipt of notice giving details of breach(es) and requiring them to be remedied.

### 6. Staff & Contractors

6.1 Duxinaroe shall be entitled to subcontract, delegate or assign the provision of any services or any of their rights or duties under these terms. Duxinaroe shall have discretion as to which of their employees or self-employed agents, contractors or third parties ("Third Party") are assigned to perform the services.

6.2 The Customer agrees to pay Duxinaroe's introduction fee as set out in clause 6.3 in the event that the Customer, any subsidiary, group or associated company or any person connected with the Customer (directly or indirectly) recruit as an employee or engage as self-employed contractor any employee or Third Party of Duxinaroe if that employee or Third Party was involved in the provision of services to the Customer by Duxinaroe in the 12 month period prior to their engagement by the Customer.

6.3 In the event that the Customer engages an employee or Third Party of Duxinaroe as set out in clause 6.2, the Customer agrees to pay an introduction fee (which shall be immediately due and payable) equal to 50% of the annual remuneration (including pay and benefits) payable by the Customer to the relevant individual in the year following the commencement of that individual's employment.

### 7. Intellectual Property & Confidentiality

7.1 All intellectual property rights of any nature (including copyright) created or provided by Duxinaroe or its employees or Third Parties shall be and remain the property of Duxinaroe and any such materials shall be licensed to the Customer for internal use only.

7.2 The Customer undertakes to keep all Publications materials created by Duxinaroe confidential and not to copy, publish or distribute any such information, materials or documents to any third party without Duxinaroe's prior written consent (save where such information is in the public domain or the Customer is required to disclose such information by law).

7.3 Each party agrees with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs other than to its employees or subcontractors who need to know such information or where the other party has consented to such disclosure.

### 8. Force Majeure

8.1 Duxinaroe shall be entitled to delay or cancel delivery of any services or to reduce the amount of services delivered if it is prevented from or hindered or delayed in the provision of services through any circumstances beyond its reasonable control including strike, lock-out, accident, war, pandemic, government action, national emergency, act of terrorism, protest, riot, civil commotion, explosion, flood, epidemic, fire.

### 9. Liability & Insurance

9.1 Duxinaroe's aggregate liability including the liability of their partners, agents, subcontractors and employees in respect of any services provided to the Customer by Duxinaroe in connection with your service contract will be limited to the total fees payable by the Customer for the service.

9.2 Duxinaroe shall not be liable to the Customer in respect of any event of default for loss of profits, goodwill or any type of indirect or consequential loss, including the acts or omissions of the Customer, even if Duxinaroe had been advised of the possibility of the Customer incurring the same.

9.3 Nothing in these terms will limit or exclude Duxinaroe's liability for death or personal injury arising as a result of Duxinaroe's negligence.

9.4 The Customer shall to the fullest extent permitted in law, indemnify and hold harmless Duxinaroe and its Third Parties from and against any and all claims, damages, losses or expense, arising out of or resulting from any injury or damage sustained on the Customer's premises or for which the Customer is responsible.

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